

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 109 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. W912GB-17-R-0009		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 28 Nov 2016		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY CONTRACTING DIVISION US ARMY CORPS OF ENGINEERS KONRAD ADENAUER RING 39 D-65187 WIESBADEN GERMANY WIESBADEN 65187  CODE W912GB  TEL: FAX:				8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>  CODE TEL: FAX:							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L</u> until <u>02:00 PM</u> local time <u>10 Jan 2017</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME ROBERT E CORKRUM		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS Robert.E.Corkrum@usace.army.mil			
<b>11. TABLE OF CONTENTS</b>											
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<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM			
						(4 copies unless otherwise specified)					
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY					
						CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section SF 30 - BLOCK 14 CONTINUATION PAGE

SOLICITATION INFORMATION

**SOLICITATION INFORMATION**

DESCRIPTION: United States Army Corps of Engineers, Europe District (NAU) has a requirement to provide FY17 Playground Installation and Safety Inspection/Audits.

POINTS OF CONTACT:

- CONTRACTING OFFICER: JEFFREY HARRINGTON
- EMAIL: [Jeffrey.j.harrington@USACE.ARMY.MIL](mailto:Jeffrey.j.harrington@USACE.ARMY.MIL)
- CONTRACT SPECIALIST: ROBERT CORKRUM
- EMAIL: [Robert.e.corkrum@USACE.ARMY.MIL](mailto:Robert.e.corkrum@USACE.ARMY.MIL)

REQUESTS FOR INFORMATION ARE DUE NO LATER THAN **12 DECEMBER 2016** AND SHALL BE DIRECTED TO THE ABOVE INDIVIDUALS.

SUBJECT LINES MUST REFERENCE THE SOLICITATION NUMBER (W912GB-17-R-0009).

**NO TELEPHONE CALLS WILL BE ACCEPTED.**

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period 1 FFP Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) Single Award Task Order Contract (SATOC), inclusive of Defense Base Act (DBA) Insurance, for all management services, supervision, personnel, labor, materials, facilities, transportation, general and specialized equipment required to perform inspections, reports, design, furnishing, and installation of sport/fitness/playground equipment and the minor construction incidental to the installation for all U. S. Forces Facilities and customers within the geographical jurisdictions of US European Command, with the majority of the work in support of US Army Europe (Germany, Belgium, Netherlands, Italy, Spain, and Turkey).  The contract shall have a total capacity not to exceed \$30,000,000, which is the maximum capacity for the base three year period and the two (2) one year option years. The quantities identified in each Contract Line Item Number (CLIN) are estimated values. The overall contract value shall not exceed (NTE) \$30,000,000.  FOB: Destination	6,000,000	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Base Period 2 FFP Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) Single Award Task Order Contract (SATOC), inclusive of Defense Base Act (DBA) Insurance, for all management services, supervision, personnel, labor, materials, facilities, transportation, general and specialized equipment required to perform inspections, reports, design, furnishing, and installation of sport/fitness/playground equipment and the minor construction incidental to the installation for all U. S. Forces Facilities and customers within the geographical jurisdictions of US European Command, with the majority of the work in support of US Army Europe (Germany, Belgium, Netherlands, Italy, Spain, and Turkey).  The contract shall have a total capacity not to exceed \$30,000,000, which is the maximum capacity for the base three year period and the two (2) one year option years. The quantities identified in each Contract Line Item Number (CLIN) are estimated values. The overall contract value shall not exceed (NTE) \$30,000,000.  FOB: Destination	6,000,000	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>Base Period 3</p> <p>FFP</p> <p>Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) Single Award Task Order Contract (SATOC), inclusive of Defense Base Act (DBA) Insurance, for all management services, supervision, personnel, labor, materials, facilities, transportation, general and specialized equipment required to perform inspections, reports, design, furnishing, and installation of sport/fitness/playground equipment and the minor construction incidental to the installation for all U. S. Forces Facilities and customers within the geographical jurisdictions of US European Command, with the majority of the work in support of US Army Europe (Germany, Belgium, Netherlands, Italy, Spain, and Turkey).</p> <p>The contract shall have a total capacity not to exceed \$30,000,000, which is the maximum capacity for the base three year period and the two (2) one year option years. The quantities identified in each Contract Line Item Number (CLIN) are estimated values. The overall contract value shall not exceed (NTE) \$30,000,000.</p> <p>FOB: Destination</p>	6,000,000	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		6,000,000	Job		
OPTION	<p>Option Period 1</p> <p>FFP</p> <p>Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) Single Award Task Order Contract (SATOC), inclusive of Defense Base Act (DBA) Insurance, for all management services, supervision, personnel, labor, materials, facilities, transportation, general and specialized equipment required to perform inspections, reports, design, furnishing, and installation of sport/fitness/playground equipment and the minor construction incidental to the installation for all U. S. Forces Facilities and customers within the geographical jurisdictions of US European Command, with the majority of the work in support of US Army Europe (Germany, Belgium, Netherlands, Italy, Spain, and Turkey).</p> <p>The contract shall have a total capacity not to exceed \$30,000,000, which is the maximum capacity for the base three year period and the two (2) one year option years. The quantities identified in each Contract Line Item Number (CLIN) are estimated values. The overall contract value shall not exceed (NTE) \$30,000,000.</p> <p>FOB: Destination</p>				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		6,000,000	Job		
OPTION	<p>Option Period 2</p> <p>FFP</p> <p>Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) Single Award Task Order Contract (SATOC), inclusive of Defense Base Act (DBA) Insurance, for all management services, supervision, personnel, labor, materials, facilities, transportation, general and specialized equipment required to perform inspections, reports, design, furnishing, and installation of sport/fitness/playground equipment and the minor construction incidental to the installation for all U. S. Forces Facilities and customers within the geographical jurisdictions of US European Command, with the majority of the work in support of US Army Europe (Germany, Belgium, Netherlands, Italy, Spain, and Turkey).</p> <p>The contract shall have a total capacity not to exceed \$30,000,000, which is the maximum capacity for the base three year period and the two (2) one year option years. The quantities identified in each Contract Line Item Number (CLIN) are estimated values. The overall contract value shall not exceed (NTE) \$30,000,000.</p> <p>FOB: Destination</p>				

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NET AMT

## COST & PRICING INFORMATION

### SECTION B COST AND PRICING

#### B.1 CONTRACT ADMINISTRATION

Section B, Schedule of Services and Rates, pricing shall be used to administer the contract in conjunction with the Equipment Catalog, see this section and Section C. Line Items in the Schedule of Services and Rates are firm-fixed-prices with quantities are determined and negotiated per Task Order. Individual Task Orders will be issued as a lump sum firm-fixed-price.

The contractor shall perform all work including inspections, minor construction incidental to the equipment installation and/or fitness/sports fields formation, and shall provide all equipment, material, transportation and shipping, required to complete all Task Order work.

Contractor is responsible for providing and installation of playground equipment and conducting inspections/audits in Italy and Spain as a construction work may be awarded under a different contracting vehicle.

The price of each line item on the Schedule of Services and Rates shall be the fully burdened rate covering all costs incidental to the performance of that particular line item. The fully burdened rate shall include all direct, indirect, general and administrative overhead and profit, as well as all other costs associated with the line item to include but not limited to project management, oversight, quality control, safety, key personnel, labor (other than hourly rates as defined in paragraph C.1.6.1.8), office materials and equipment, materials, and transportation, necessary to provide services and materials complete in place. The number of hours for hourly labor rate line items as defined in paragraph C.1.6.1.8 will be negotiated per project, when required, and the total price included in the lump sum price of the Task Order.

Construction provisions have been added and will apply to the construction work. Line items considered construction have a C preceding the line item number on the Schedule of Services and Rates.

The Government will make all Task Order awards and all payments for the entire life of the contract and all exercised options in Euros.

## **B.2 LABORER**

Labor rates as defined in paragraph C.1.6.1.8, line item 0001, shall be as indicated on Section B, Schedule of Services and Rates, with quantities determined and negotiated per Task Order and shall be considered fully burdened rates.

## **B.3 RESILIENT SURFACE SYSTEM, POURED IN PLACE OVER MINERAL OR AGGREGATE and RUBBER SURFACE SYSTEM PLACED OVER CONCRETE OR ASPHALT**

Resilient and Rubber Surface Systems, line items 0002 and 0003, shall be as indicated on Section B, Schedule of Services and Rates, with quantities determined and negotiated per Task Order and shall be considered fully burdened rates.

## **B.4 DELIVERY AND INSTALLATION OF MINERAL AGGREGATE BASE; MISCELLANEOUS WORK DESCRIPTION; DELIVERY AND INSTALLATION OF FENCING; and DEMOLITION**

Work for line item C-0004 and C-0005 through and inclusive of C-0030 shall be as indicated on Section B, Schedule of Services and Rates, with quantities determined and negotiated per Task Order and shall be considered fully burdened rates.

## **B.5 TRAVEL**

Travel, line item 0031 through and inclusive of 0033, shall be paid in accordance with FAR 31.205-46 and shall only be negotiated on individual task orders deemed necessary by the Government. Work within Germany, Belgium and the Netherlands shall not have travel costs reimbursed typically since the contract is mainly work in these countries. Travel costs for all other work in other countries is subject to negotiation.

## **B.6 EQUIPMENT CATALOG**



Playground and fitness or sports field equipment, line item 0034 and 0035, for each Task Order shall be priced directly from the current Equipment Pricing Schedule (catalog), as follows:

- a. Playground or fitness or sports field equipment shall be priced directly from the current Equipment Catalog. The Equipment Catalog is the Contractors catalog and/or equipment pricing list. The EPS prices shall remain in effect until 31 December, or the manufacturer's annual expiration date. The Contractor shall, on or before 31 December of each year (at least three weeks prior is preferred), or the annual expiration date, provide an updated Equipment Catalog. The pricing of the new Equipment Catalog is subject to the Contracting Officers approval and shall become effective the date accepted by the contracting officer. This process shall be repeated for subsequent years.
- b. All Task Order awards shall be awarded and paid in Euros. However, if equipment prices are in a currency other than Euros, in the Equipment Catalog, the Contracting Officer will apply a currency conversion based on the current daily exchange rate on the day of the approved and signed negotiation. Rates will be established by accessing the Federal Reserve Statistical Release, Foreign Exchange Rates, updated weekly at the following link: <http://www.federalreserve.gov/releases/h10/>.
- c. The total price to be paid for playground equipment shall be based on an the established Equipment Catalog (converted to Euros), less all applicable discounts to the Government, and that in no event shall the price exceed the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.
- d. The discount shall be calculated by multiplying the discount percentage to the Price for Equipment, then subtracting the discount from the Price for Equipment which equals the Equipment Total Price.

Formula:

Price for Equipment – (Discount % x Price for Equipment, sum of price taken from catalog) =  
Equipment Total Price

Example: €10,000 - (1% x €10,000) = €9,900

#### B.10 DESIGN LAYOUT, CERTIFIED EQUIPMENT INSTALLATION, AND CERTIFICATION

Design Layout, Certified Equipment Installation, and Certification (DLCEIC), line item 0036, shall be a percentage applied to each Task Order for playground design layout and playground and/or fitness or sports field equipment installation (including equipment foundation works). The percentage awarded for the base and each option year shall be used to administrate the contract. The DLCEIC percentage shall be considered a fully burdened rate based on the entire effort of work to complete the equipment design layout, installation of equipment including foundations, certify equipment installation, and certification for playgrounds which price will include but is not limited to management services, supervision, personnel, labor (other than hourly rates of Line Item 0001 where allowed), materials, facilities, transportation, designers, ordering equipment, overseeing delivery of equipment, providing certified equipment installers, certification and certifiers of playground equipment, providing the warranty of equipment, and all administrative and clerical costs per Task Order, unless specified elsewhere in this specification. This costs includes as-built and certification/final package turn-over documentation.

To calculate DLCEIC, the awarded percentage for DLCEIC shall be multiplied to the final negotiated Euro amount for the equipment ordered on the Task Order. To calculate the Task Order amount, the resulting product for DLCEIC and equipment is then added to the total Euro amount of equipment ordered.

Formula:

Price for Equipment + (DLCEIC % x Price for Equipment, sum of price taken from catalog and including reduction for discount) = Total Price for Design and Equipment

$$€9,900 + (7.5\% \times €9,900) = \underline{€10,642.50}$$

#### B.11 SHIPPING

Shipping, line item 0037, will be calculated per Task Order and shall be in accordance with FAR 47, FOB Destination. This item is subject to negotiation. If the cost of final delivery is more the contractor can request modification to cover increased costs. If the final costs is lower than negotiated the government can also request credit. Final shipping costs proof is due upon delivery of equipment per task order to the COR.

Section C - Descriptions and Specifications

SCOPE OF WORK

## **SECTION C**

### **Playgrounds – Scope of Work**

**November 2016**

## **C.1 GENERAL TERMS AND CONDITIONS**

### **C.1.1 GENERAL REQUIREMENTS**

The contractor shall provide all management services, supervision, personnel, labor, materials, facilities, transportation, general and specialized equipment (except as specified in Paragraph 3 as Government furnished) required to perform inspections, reports, design, furnishing, and installation of sport/fitness/playground equipment and the minor construction incidental to the installation for all U. S. Forces Facilities and customers within the geographical jurisdictions of US Europe Command (EUCOM), with the majority of the work in support of US Army Europe (USAREUR) (Germany, Belgium, Netherlands, Italy, Spain, and Turkey).

Individual task orders will be negotiated per Task Order based on descriptions on the Schedule of Services and Rates, with travel and per diem negotiated in accordance with the Joint Travel Regulation.

#### **C.1.1.1 Playground Equipment Qualifications**

Due to the nature of the work and Army regulations, all equipment used under the resulting contract of this solicitation shall meet ASTM requirements and shall be in accordance with CPSC and contain these minimum requirements:

- (1) Evidence of all parts/pieces being Consumer Product Safety Commission (CPSC) compliant;
- (2) Evidence of meeting Americans with Disability Act Accessibility Guidelines (ADAAG) compliant including equipment for children with special needs;
- (3) Evidence of multi-range for ages from infant to 18;
- (4) Evidence that material is non-toxic material and weather resistant;
- (5) Evidence that primary structural members shall contain no exposed wood surfaces or metal parts;
- (6) Evidence of proper bracing and support for both soft and hard surfaces all edges and corners will be rounded with no protrusions, or sharp points or elements to prevent entanglement of clothing.

#### **C.1.1.2 CPSI Certification**

Due to the nature of the work and Army regulations, all equipment used under the resulting contract of this solicitation shall require safety certification for each Task Order provided by an authorized professional that is Certified Playground Safety Inspector (CPSI) offered by the National Certification Board in coordination with the National Park and Recreation Association and the National Playground Safety Institute.

The CPSI program ensures CPSIs are certified to inspect playgrounds for safety hazards and to ensure compliance with standards set by the American Society for Testing and Materials (ASTM) and Consumer Product Safety Commission (CPSC) which are requirements of the contract awarded as a result of this solicitation.

The Contractor shall provide evidence of a CPSI certified professional that is in the employment of or has an agreement to act on behalf of the Contractor for the duration of this contract. Evidence shall be a copy of the CPSI certificate for the named individual.

A professional must successfully pass the CPSI examination in order to receive the certification. For more information on the examination please see the [CPSI Candidate Handbook](#), and additional information located at the following web page: <http://www.nrpa.org/Content.aspx?id=413>.

#### C.1.1.3 Contractor Responsibilities

The contractor's work responsibility shall include all contractor planning, programming, administration and management necessary to provide services as specified. The contractor shall ensure that all work meets critical timeliness and work execution rates as specified or included in applicable referenced documents. The contractor shall perform all related contractor administrative services necessary to perform the work to include, but not limited to the following: quality control; maintenance of accurate and complete records and historical data; and the preparation and submittal of cost/schedule reports. The functional areas described herein shall be performed in accordance with the specifications.

#### C.1.1.4 Compliance

All work shall be in compliance with the terms, conditions, general and special contract requirements, specifications, drawings, attachments, and exhibits contained herein, or incorporated by reference. Quality standards shall comply with the latest applicable U.S. and/or German standards and provisions, PWS Paragraphs and attachments. In the event that more than one standard applies, the contractor shall perform the work in accordance with order of precedence per the Federal Acquisition Regulation (FAR).

#### C.1.1.5 Licensing, Certifications, and Permits

Contractors MUST secure ALL required licensing and certifications to provide installation services in the geographical area of operations prior to the start of work per Task Order. Work in Spain requires country clearance by the Spanish Section of the Permanent Committee. The Contractor's name must be submitted to them prior to task order award.

#### C.1.1.6 Interference by Other Contractors

If any work outside the scope of this contract, to be executed by Others, impacts or affects the work within the scope of this contract, the contractor will be kept informed by the COR of all work-in-progress by Others. The contractor shall, in turn, provide the necessary coordination to insure that all work under this contract does not interfere with the execution of work by others, and that work is not deterred or delayed. Should the contractor experience delays, scheduling conflicts and/or interference, he shall immediately report the circumstances to the attention of the COR for a quick and equitable resolution. Failure of the contractor to bring such interference to the attention of the COR shall result in the

Government not being liable for any impacts resulting from such interference, or any other circumstances that may result.

### C.1.2 SCOPE OF WORK

The contractor shall provide all management services, supervision, personnel, labor, materials, facilities, transportation, general and specialized equipment (except as specified as Government furnished) required to design, furnishing, and installation of sport/fitness/playground equipment and the minor construction incidental to the installation.

Specific tasks include: knowledge and technical expertise of playground equipment positioning and installation compliance in accordance with the National Consumer Product Safety Commission (CPSC) Guidelines, American Society for Testing Materials (ASTM) and the American with Disabilities Act Accessibility Guidelines (ADAAG) for playground equipment, outdoor play environments equipment installation and monolithic (poured in place) resilient rubber surfacing, for children (infant to 18 years of age). To include associated, supporting minor construction activities. The contractor shall perform related services such as preparing and submitting required reports, performing administrative work and submitting specified information. The contractor's work responsibility shall include all contractor planning, programming, administration and management necessary to provide services as specified. The contractor shall ensure that all work meets critical timeliness and work execution rates as specified or included in applicable referenced documents. The contractor shall perform all related contractor administrative services necessary to perform the work to include, but not limited to the following: quality control; maintenance of accurate and complete records and historical data; and the preparation and submittal of cost/schedule reports.

#### C.1.2.1 Work Hours

The contractor's normal work hours for personnel shall be determined per facility per Task Order. The majority of the work is anticipated to be as follows:

Monday to Friday: 0800 to 1700 Hr (Work under "Normal Duty hours")

Unless stated otherwise in this contract, the contractor shall not be required to perform work on Local Holidays. See clauses 52.000.4046 – Legal Holidays (US/Turkish), and Non-Work Days (Italy).

The contractor should not construe the hours stated above as a limitation of the contractor's responsibility to perform only during the hours on the days listed. The contractor shall schedule work and resources to allow accomplishment of work required by this contract in a cost effective manner and so that impacts to U. S. Government operations are minimized.

#### C.1.2.2.3 Facilities Information

Detailed drawings of facilities are not furnished with these specifications, but will be made available (when applicable and existing) for the contractor through the COR. Each request for drawings or pick-up of plans shall be submitted in writing (email is acceptable) to the COR at least 3 working days in advance.

### C.1.3 PROVISION OF UTILITIES

Utilities needed for tasks being accomplished for the U.S. Government will be furnished for contractor operations in Government-owned facilities, free of charge, where available. The contractor, at no cost to the U.S. Government, shall provide utility connections as needed.

Contractor shall use Government furnished utilities in a prudent manner consistent with current energy conservation policies. Lights shall be used only in areas where and when work is actually being performed. Water faucets shall be turned off after the required usage has been accomplished. Contractor personnel shall not adjust mechanical equipment controls for heating, air-conditioning and ventilation systems.

#### C.1.3.1 Utilities Service Interruption

The contractor shall schedule work so that any buildings are kept in habitable and/or operational conditions at all times. Outages shall be coordinated by written notification (email is acceptable) of the proposed outage to the COR a minimum of five (5) days prior to the projected utility shut-off or as per each individual facility policy for shut-offs. The contractor shall notify all affected housing occupants, and/or facility users, via written notification placed in each occupant's mailbox. In the event of an emergency utility outage, all affected occupants within the building or facility users will be notified verbally, either by telephone or in-person, and written notice will be posted on apartment doors and facility entrances where no response was obtained.

#### C.1.4 PROVISION OF MATERIALS

##### C.1.4.1 Contractor Furnished Materials

The contractor shall provide all materials including playground equipment required for the execution of this contract per task order with the exception of those specifically referred to as "Government-furnished." The contractor shall obtain all available supplies and materials through the contractors own procurement system. Materials so acquired shall become U.S. Government property once the Government reimburses the contractor.

##### C.1.4.2 Government Furnished Materials

The Government will not provide equipment and/or materials to the contractor to perform work under this contract, unless otherwise specified, "C.4 Contractor-Furnished Facilities". The Government reserves the right to provide the contractor material to be incorporated into any work. The contractor shall provide all means necessary to safeguard, protect, and account for materials entrusted to them until they are incorporated into fixed facilities. In addition to inventory reporting requirements specified elsewhere, the Government may at any time, conduct or direct to be conducted an inventory of Government-furnished or Government-owned materials and equipment in the contractor's possession. The contractor shall replace at their own expense any missing items or other Government-furnished material.

#### C.1.5 LIABILITIES AND RESPONSIBILITIES OF THE CONTRACTOR

The contractor shall be responsible for the following work activities, and shall be fully liable for all damages resulting from deficiencies in these areas.

#### C.1.5.1 Safety Requirements

In order to provide safety control for protection of the life and health of employees and other persons; for protection against damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of the contract, the contractor shall comply with EM 385-1-1, Safety and Health Requirements Manual. The Contractor shall also comply with all other U.S. Government and relevant appropriate country safety regulations depending upon the site location to prevent work accidents.

If the Contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor.

Contractor personnel shall obey all installation traffic regulations. Violation of posted traffic regulations may constitute grounds for withdrawal of an employee's access to the installation.

##### C.1.5.1.1 Education and Training

The contractor shall provide initial indoctrination and continuing instruction to enable his employees to conduct their work in a safe manner and to recognize and report hazardous conditions to the Government. Initial indoctrination shall include instruction in safe practices and in the proper use, care, and maintenance of tools and equipment.

##### C.1.5.1.2 Reporting of On-site Accidents or Injuries

In the event of an accident/incident that involves contractor personnel, which causes personal injury or damage to Government property, the contractor shall contact the Contracting Officer within 24 hours and report the details.

a. The contractor shall prepare an ENG FORM 3394, U.S. Army Corps of Engineers Accident Investigation Report. Accidents involving work stoppage shall be reported via telephone report to the COR.

b. If the Government elects to conduct an investigation of the accident, the contractor shall cooperate and fully assist the Government personnel conducting the investigation.

##### C.1.5.1.3 Notification Procedures

The contractor's personnel witnessing a fire, accident, a criminal act or a threatening act or condition shall immediately notify the proper authority (fire department or police) and then report the incident to the COR.

a. The contractor shall record the time of the notification, the person notified, and the scope of the emergency. The contractor shall maintain a record of emergency notifications for a period of one year from date of incident.

b. The contractor shall provide the COR copies of the emergency notification record within 24 hours of the request by the Government.



#### C.1.5.2 Security Requirements

Within five (5) working days of performance work per task order when specifically required at a particular facility or by the COR the contractor shall furnish the following:

a. A written list of all vehicles, including substitute or replacement vehicles, to be used during task order performance.

- 1) Make and model of vehicle
- 2) Manufacture model year
- 3) Passenger capacity
- 4) Vehicle Identification Number
- 5) License number

b. A written list of all contractors' personnel.

- 1) Full name and current address
- 2) Location and date of birth
- 3) Identification document type and number
- 4) Nationality
- 5) Class of Operator's permit, permit number and date of expiration

#### C.1.5.3 Energy Conservation

Contractor shall use Government furnished utilities in a prudent manner consistent with current energy conservation policies.

#### C.1.5.4 Fire Protection and Fire Prevention

The contractor shall observe all fire protection and fire prevention regulations. The contractor shall ensure that all contractor employees are made aware of fire safety requirements. Contractor employees shall report potential and/or observed fire hazards to the contractor for immediate notification of the COR.

#### C.1.5.5 Protective Measures

The contractor shall be responsible for the safety of occupants and the protection of property in areas and/or facilities used by his personnel during the execution of each task order. Windows, doors and other buildings parts shall be protected from soiling or damage by suitable measures. Flowers and shrubs near buildings shall be suitably protected when located within or adjacent to surfaces which are to be waterproofed, sealed, painted or repaired.

Any Government, or occupant owned, property damaged by the contractor in the performance of the work shall be repaired or replaced by the contractor at no expense to the U.S. Government. The contractor shall provide the occupant written instructions on how to claim for damages or loss of property. Furthermore, the contractor shall be solely responsible for loss of or damage to occupants or

U.S. Government property caused by neglect or improper protective measures during work performance. The contractor shall immediately notify the COR of damaged or lost property.

Work areas, whether inside a building or on the exterior, shall be kept in a neat and orderly condition, free of clutter, and thoroughly cleaned upon completion of work. Materials, supplies, or equipment that could constitute a hazard shall be safeguarded while in use. Special attention shall be given to flammable materials and potential safety hazards. Spillage, spots, or stains of paint or oil shall be removed daily by approved methods. Parts, materials, tools, and similar items shall be stored in a neat and orderly fashion. Aisles and passageways shall be kept clear of clutter. Appropriate measures shall be taken to reduce or eliminate airborne dust or debris during contractor operations.

During execution of task orders, all adjacent buildings will normally be occupied. All work shall be performed in a workmanlike manner by craftsmen experienced in their trade, with a minimum disturbance of the occupants. The contractor shall ensure that contractor personnel enter only areas necessary for execution of work. After completion of work, the contractor shall clean work areas so that the occupant(s) will require no additional cleaning.

#### C.1.5.5.3 Excavation Work

Prior to excavation work, the contractor shall make all prudent efforts to determine the type and location of underground utility (electricity, gas, water, etc.) services. Previously undocumented utility lines and structures discovered shall be reported to the COR within ten working days. Work areas left open overnight, or unattended, shall be temporarily closed to protect building occupants from possible safety hazards.

#### C.1.5.6 Salvage

All existing material and equipment which has been removed or disconnected from a work site, and is determined by the COR to be in sound condition and/or of recyclable value, but is not specified for reuse, shall remain the property of the U.S. Government. Such material and equipment shall be identified, cleaned, and stored by the Contractor in an area designated by the COR.

All existing material and equipment which have been removed or disconnected and will not be re-used and has no monetary salvage value, shall become the property of the Contractor and shall be cleared out and properly disposed in accordance with local laws and regulations. Salvageable material shall be subject to identification by the COR and decision of Government retention or being released and becoming the property of the Contractor. The Contractor shall remove the materials from the work site and transport all items identified as re-usable/salvage by the COR to the Department of Public Works (DPW) compound, or as directed by the COR.

#### C.1.5.7 Environmental Controls

##### C.1.5.7.1 General

The contractor shall comply with all U.S. Government and local host nation environmental protection laws and regulations, and any other contract requirements for clean air and water, toxic and hazardous substances control, pollution control, and resource conservation and recovery. Any environmental protection matters or questions shall be coordinated with the Contracting Officer or the COR.

#### C.1.5.7.2 Spill Responsibilities

The contractor is solely responsible for any and all spills or leaks of hazardous waste occurring from the contractor's operation under each task order. This responsibility includes storage, transportation, handling, and disposing of hazardous materials, whether Government-furnished and/or contractor-owned or rented equipment is involved in the operation. The contractor shall clean up all spills or leaks in full compliance with the applicable U.S. Government and local environmental laws.

#### C.1.5.7.3 Spill Reporting

The contractor shall report within one hour to the COR all spills or accidental releases, which meet host nation requirements for spill recording and reporting. A written report, detailing the circumstances of the spill, shall be provided to the COR within seven calendar days after the initial notification. The report shall include the following information:

- a. Item (material) spilled
- b. Quantity spilled
- c. Exact date, time, and location of spill
- d. Initial actions taken
- e. Clean-up and disposal procedures performed or planned

#### C.1.5.7.4 Asbestos Abatement

The contractor shall strictly comply with the provisions as prescribed by law. If the existence of material containing asbestos is discovered, the contractor shall immediately take all necessary precautionary measures to fully protect facility users, building occupants, and contractor personnel from injuries to health. The contractor shall immediately report the location and extent of asbestos to the COR for determination and resolution. All findings of potentially hazardous asbestos material will be documented and maintained on file. Copies of all hazardous material records will be forwarded to the COR.

#### C.1.5.7.5 Protection of Land Resources

Land resources that are affected by the contractor shall be preserved in their present condition or restored to the condition they were in prior to contractor operations, if damages were caused by the contractor. The contractor shall minimize land damage due to work activities. Land damage is defined as a change in land or turf which is not authorized by the contract and which detracts from the aesthetic qualities, biological support capabilities, or value of the land.

#### C.1.5.7.6 Damage to Trees and Shrubs

The contractor shall replace trees or shrubs damaged mechanically or chemically in the course of contractor operations. The contractor shall repair the damage to trees or shrubs, or remove and replace the trees or shrubs with a like item (species and size) or alternate replacement as approved by the COR. All replacement plants shall be healthy and vigorous. Replacement plants shall be planted during the planting season as approved by the COR. The replaced plants shall be maintained by the contractor for a period of one year to ensure survival. Repairs may include pruning, trimming, tree wound paint, cabling, bracing or guying, and shall be made according to local regulations.

### C.1.6 CONTRACTOR 'S PERSONNEL

The Contractor shall provide sufficient personnel for multiple projects and subcontractors in different locations at the same time, including different geographical locations. Duties of Key Personnel may be combined if the combination meets the minimum requirements.

#### C.1.6.1 Key Personnel

The contractor shall throughout the duration of the contract insure that Key Personnel meet the minimum requirements as listed in Paragraph 1.6 for the following personnel: Project Manager, Quality Control System Manager, Design/Layout Expert, On-Site Technical Experts, and Safety Inspector, and their alternate if applicable.

##### C.1.6.1.1 Certifications and Permits

Of the key personnel, a full time permanent personnel with minimum master degree, credentials in Early Childhood Education or Child Development, Elementary Education that have public record and recognition of knowledge of children's play, behavior and development shall be available at all times. Knowledge and credentials must relate to and demonstrate ability to minimize, reduce child hazards, accidents and unacceptable risks on a playground. Individuals must be able to train Child and youth Development Center staff and local army engineers on child safety, play, inspecting for hazards and care of playground. The contractor shall ensure that qualified personnel execute all services requiring special certification and/or permits. The contractor shall provide the COR with copies of evidence of certificates and permits prior to the start of work. In addition, the Contracting Officer may request evidence of the qualifications of key personnel or resumes of the key personnel prior to start of work or during task order work

##### C.1.6.1.2 Project Manager

The contractor shall appoint an individual that has the ability to read, write, and speak the English language that shall be the contractor's Project Manager per task order. This individual shall conduct the overall management coordination on the project work and serve as the central point with the Contracting Officer or COR for the performance of all work. An additional English-speaking individual must be designated to act for the Project Manager, when work is being performed during the absence of the Project Manager. The Project Manager and their alternate shall be able to understand, speak and write basic and technical English. The Project Manager and the alternate shall have a minimum of five (5) years playground management experience.

##### C.1.6.1.3 Quality Control System Manager (CQC)

A CQC System Manager shall be identified who shall be responsible for overall management of the CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be an experienced full time playground installation person with a minimum of five (5) years experience in related work for equipment, for minor construction the contractor shall provide a QC Manager in accordance with Specification 01 45 01. The CQC System Manger shall be assigned no other duties but

may have assumed duties as the Safety Inspector with prior approval from the COR. The CQC System Manager shall not work as project superintendent. The QCM for task orders requiring construction shall follow the requirements of the construction specifications.

#### C.1.6.1.5 Design/Layout Expert

Design/Layout Expert shall be able to read, write, and speak the English language and shall have a minimum of five (5) years playground experience. In addition, they shall have experience working with the U.S. Army Standard Design for Outdoor Play, CSPP, and ADAAG.

#### C.1.6.1.6 Safety Inspector

Safety Inspector shall be a U.S. Nationally credentialed and certified playground safety inspector for equipment. For minor construction Safety Managers shall be in accordance with Specification 01 35 26 and 01 35 26.10.

#### C.1.6.1.7 Equipment Certifier

The contractor shall have all installed equipment and rubber surfacing certified to meet Consumer Product Safety Commission (CPSC), American Society for Testing Materials (ASTM), and American disabilities Act (ADAAG) guidelines. The equipment certifier must be certified/qualified to certify the furnished equipment meets CPSC, ASTM and ADAAG guidelines and must be able to demonstrate the required experience/qualifications with 2 years experience in these fields.

#### C.1.6.1.8 Labor

There are separate line items for:

- 0001AA: Laborer
- 0001AB: Tractor/Lift Operator
- 0001AC: Fall Material HIC test and report
- 0001AD: Preventive Maintenance Inspection and Reporting
- 0001AE: Annual Safety Audit

Each of these shall be negotiated per task order.

**Line Item 0001AA** Labor shall be provided for efforts for any unspecified tasks not directly covered by other line items in the schedule of services and rates. An example would be an effort that requires laborers to remove loose toys or sports equipment from a site prior to conducting construction work. This line item is anticipated to rarely be used and is subject to agreement of the U.S. Government negotiator with contracting officer's approval.

**Line Item 0001AB** Tractor/Lift Operator shall be provided to off-load equipment shipment containers of playground equipment and/or fitness/sports equipment deliveries only. This is not for offloading of any other locally purchased and delivered materials.

Movement of equipment once off loaded is considered ancillary to installation work being accomplished and covered under the "Design Layout, Certified Equipment Installation, Certification Percentage" line item of the schedule of services and rates.

**Line Item 0001AC** Fall Material HIC test and report shall be for testing of a single point conducted on existing playground fall materials to determine if existing fall surfaces meet requirements for safety certification per CPSC/ASTM. This line item cost includes efforts to produce a proper HIC test results report (see Sample HIC test report for minimum requirements expected).

NOTE: When the contractor completely replaces fall material or installs all new fall material in a new area this material must meet CPSC where required to do so. Line Item 001AC is NOT used in conjunction with these situations. The contracting officer or their designated representative may request proof of any new or completely replaced fall material meeting HIC requirements. This shall be only one test result report per fall area accomplished from the point where the highest fall from a designated fall surface is expected. This proof is considered to be part of the cost of the installation of new or completely replaced fall materials and shall not reimbursed separately.

**Line Item 0001AD** (i) (ii) and (iii) Preventive Maintenance and Inspection. This line item cost is a lump sum cost to cover a single play area. This work must be accomplished by a CPSI. This lump sum cost includes inspection of the entire play area as well as all equipment. The three separate line items allow for variations in quantity of inspections to allow for discounting for large volumes and costs increases for smaller volume. These visits shall not be sooner than 60 calendar days from any previously accomplished visit under this contract per school. Included in this line item cost are:

- a. **INSPECTION:** Thorough inspection of all equipment components for deterioration, cracks, excessive wear, misalignment, loose joints, signs of malfunctioning, fatigue, improper adjustment, defective threads, vandalism, or other defects that may affect serviceability and safety of equipment. Thorough inspection of the stability of the equipment, safety tiles, screw connections and tightness of screws, bearings and joints, ball bearings at swings, seats and seesaws, moveable parts, chain links, hand grips, foot pegs, cover caps, bolts, washers, steel angles, floor planks, and timbers, slides, swing seat and assemblies, benches, picnic tables, trash receptacles, gazebos and pavilions, to ensure they are serviceable in accordance with their normal function and per ASTM and CPSC.
  - (1). Inspection of connections for looseness, chaffing, corrosion, crystallization, splinters, and damage likely to cause injury to children.
  - (2) Inspection of the throw action of all levers and reciprocating parts. Adjust as necessary to ensure proper throw action. Replacement of all gears and levers that are worn beyond their maximum tolerance specified by the manufacturer's specifications. Replacement parts shall be manufacture approved. No warranties shall be affected by installation of replacement parts.
  - (3) Inspection of all gear and lever arrangements for tooth wear, cracks, and corrosion.
  - (4) Thorough lubrication in accordance with manufacturer's recommended procedures and standards.
  - (5) Inspection of all rollers for general functionality, freedom of movement, cracks, or other damage.

(6) Performance of touch-up painting to maintain a neat appearance. Paint shall be non-toxic and free of lead and other proscribed contaminants in compliance with current safety regulations. Paint shall be in accordance to ASTM F-1487 “Standard Consumer Safety Performance Specification for Playground Equipment for Public Use”, (16 CFR Part 1303), and applicable host nation standards. Note – Larger scale painting that requires grinding, sanding, etc. shall be accomplished under a separate task order.

(7) Correct signage on the playground equipment to display manufacturer and appropriate age for use.

- b. **CORRECTIVE ACTION:** Corrective action is taken as a response to identification of deficiencies during inspection/maintenance visits. This includes replacement of worn and unserviceable parts with new parts of material of the same design, function, and similar color. It also includes replacement of common hardware items such as screws, nuts and bolts, bolt covers, etc. Replacement of parts and minor repairs costing up to €1,000 is included in the firm fixed price for each preventive maintenance and inspection visit.

The proposed use of replacement or repair parts, materials or other repairs valued in excess of €1,000 must be submitted to the COR for review and will be submitted to the Contracting Officer as a project work request (PWR) to be accomplished via separate task order. No single repair work over 1,000 € will be accomplished without a Notice to Proceed (NTP) from the Contracting Officer. Only a warranted Contracting Officer acting within their delegated limits has the authority to issue modification or otherwise change the terms and conditions of the contract.

When installation of such materials is approved by the COR, they shall be invoiced **using equipment pricing per approved catalog and other allowable line items from the schedule of services and rates**. Replacement parts shall be manufacture approved. No warranties shall be affected by installation of replacement parts.

All work shall detail work done, location, playground, date of repairs and parts used.

- c. **CLEANING ACTION:** Thorough cleaning in accordance with manufacturer’s recommended procedures and standards. All dust, dirt, excessive oil, grease, loose paint, mold, mildew and other foreign matter shall be removed during the cleaning and lubrication process. Cleaning shall apply to any or all components of the play structures and surfacing not just small parts.
- d. **PREVENTIVE MAINTENANCE & INSPECTION REPORTS:** A report for each location will be generated once maintenance & inspection visits are complete. At a minimum the following key elements shall be contained in the report for each location:
- School where work/inspection was performed. Including Facility and Building Number.
  - Date of Visit.
  - Inspector conducting visit.
  - Printed name of Principal and/or SMSS/Resource Manager/Administrative Officer
  - Signature, date, and time of Principal and/or SMSS/Resource Manager/Admin Officer acknowledging visit.

- Inspector will describe general condition of the playground(s) from a perspective of;
    - Debris/trash
    - Dirt/mold/moss
    - Other obstructions
  - Inspector will detail any deficiencies noted from the inspection and maintenance above to the specific location or piece of equipment to include a time/date stamped photograph of the deficiencies.
  - Inspector will detail corrections to deficiencies to include a time/date stamped photograph thus providing a before and after look at deficiencies and corrections.
  - Graffiti and vandalism to playgrounds will be detailed separately, broken/damaged items will be detailed as discussed with deficiencies and corrections above to include before and after photos.
  - Costs for repairs due to graffiti and vandalism shall be reported separately from other repairs.
  - Priority codes for specific deficiencies that are not able to be repaired immediately shall be provided in the report.
  - Priority code make up will be provided at time of Kick-off.
  - Any deficiency deemed to cause an immediate threat to life safety will be documented and the piece(s) of equipment will be immediately removed from service and brought to the attention of the Principal, AP, and or the SMSS/Resource Manager/Admin Officer.
  - Issues with periphery such as fences, sidewalks, trees, bushes, etc. shall also be included in the reports with recommendations for resolutions of the issues if not able to resolve onsite.
  - Inspector comments not covered above will be included in the report as well.
  - The inventory document generated after the initial safety audit visit shall act as a baseline for subsequent visits.
  - Inventories performed after the initial maintenance visit shall record any additions and/or removals of equipment and update the condition assessment of each component.
  - All information shall be maintained in an electronic format compatible with Microsoft Office software.
  - Copies of the inventories and condition assessments shall be provided to the Contracting Officer's Representative (COR) for approval.
- e. Inventories and condition assessment reports shall match the services being invoiced. This submission shall include a spreadsheet in simple format which summarizes the locations and dates of maintenance visits, safety audits and on-call repairs performed and a detail of repair costs incurred over the repair threshold (see below). This spreadsheet shall cite the Contract Line Item (CLIN) number for each service reported. Copies of the inventories and condition assessments shall be forwarded to the appropriate cognizant Facility Engineer for each School District. All reports shall be provided in the English language. See sample report in Exhibit 3, changes to content/layout will require approval from the COR.

**Line Item 0001AE** (i) (ii) and (iii) Annual Safety Audit. This line item cost is a lump sum cost to cover a single play area. This work must be accomplished by a CPSI. This lump sum cost includes inspection of the entire play area as well as all equipment. The three separate line items allow for variations in quantity of inspections to allow for discounting for large volumes and costs increases for smaller volume. Included in this line item cost are:



- a. **INSPECTION:** This Safety Audit shall discover and document any safety deficiencies and document the necessary corrective action if not able to be corrected on the spot (See Para. 3 below). This visit may be accomplished in tandem with one of the inspection/maintenance visits.
- b. **CORRECTIVE ACTION:** Corrective action is taken as a response to identification of deficiencies during safety audits. This includes replacement of worn and unserviceable parts with new parts of material of the same design, function, and similar color. It also includes replacement of common hardware items such as screws, nuts and bolts, bolt covers, etc. Replacement of parts and minor repairs costing up to €1,000 is included in the firm fixed price for each visit.

The proposed use of replacement or repair parts, materials or other repairs valued in excess of €1,000 must be submitted to the COR for review and will be submitted to the Contracting Officer as a project work request (PWR) to be accomplished via separate task order. No single repair work over €1,000 will be accomplished without a Notice to Proceed (NTP) from the Contracting Officer. Only a warranted Contracting Officer acting within their delegated limits has the authority to issue modification or otherwise change the terms and conditions of the contract.

When installation of such materials is approved by the COR, they shall be invoiced **using equipment pricing per approved catalog and other allowable line items from the schedule of services and rates**. Replacement parts shall be manufacture approved. No warranties shall be affected by installation of replacement parts.

All work shall detail work done, location, playground, date of repairs and parts used.

- c. **ANNUAL SAFETY AUDIT REPORTS:** Shall be done in conjunction with a Maintenance and Inspection visit, the reporting requirements pertaining to Maintenance and Inspection shall be followed as applicable.
  - School where audit was performed including facility name and Building Number.
  - Date of Visit.
  - Inspector conducting visit.
  - Printed name of Principal and/or SMSS/Resource Manager.
  - Signature, date, and time of Principal and/or SMSS/Resource Manager acknowledging visit.
  - A complete Inventory report for each playground at each location shall be produced to include complete playground photos as well as photos of individual components.
    - Photos shall be date stamped.
    - An overall site sketch of each playground will be produced and detail layout of components.
      - Any existing data will be turned over at kick-off.
      - If multiple playgrounds are located at the same location a sketch for each one with a list of components shall be accomplished.
    - A complete description of the playground, play surface, components, and periphery such as fences, gazeboes, benches etc. shall be completed.
      - Components from previous reports shall be updated.
      - Components that have been removed shall be noted.
      - Components that are new shall be detailed.

- All components shall detail date of installation, manufacturer, and surface material under the components.
  - Condition codes shall be assigned to playgrounds and components to illustrate their overall general condition.
  - Inspector notes/comments shall be provided.
- Separately each playground and playground component at each location will be evaluated for CPSC compliance, Architectural Barriers Act (ABA) and Americans with Disabilities Act (ADA) compliance (both the playground and the approach to the playground), corrosion, end of life cycle, excessive wear, defective parts/materials, safety concerns, etc.
  - The report shall identify the specific problem with the use of photos and detail of the specific regulation, law, policy or guidance that governs each issue (this detail will provide chapter and verse of the governing policy).
  - Where corrections cannot be made on-the-spot, recommendation(s) with estimated cost options will be provided.
  - A priority code will be assigned and any components that pose an imminent life/safety threat and will be taken off-line immediately, and reported to the School administration as well as to the COR
  - Playgrounds that have deficiencies covered under existing warranties will be reported to the COR for action.
  - No actions resulting from deficiencies are to be conducted that will affect existing warranties.
  - The equipment manufacturer shall be listed for each deficient item identified.
  - Changes to content/layout may be necessary during the performance of the contract, and any changes deemed necessary will be identified and coordinated through the COR. Only a warranted Contracting Officer acting within their delegated limits has the authority to issue modification or otherwise change the terms and conditions of the contract.

#### C.1.6.2 Number of Personnel and Qualifications of Workers

The contractor shall furnish a sufficient number of personnel to perform the required services per task order. All contractor personnel must be qualified and experienced in the skills and responsibilities of the position to which they are assigned. All applicable professional and occupational standards as recognized by industry and/or required by law, will apply. The U.S. Government reserves the right to evaluate the credentials of contractor personnel to ensure they meet the qualifications proposed by the contractor. Additionally, the U.S. Government reserves the right to require the contractor to replace personnel whose personal behavior is unprofessional and contrary to established norms. Personnel performing work under this contract shall remain employees of the contractor and not the U.S. Government.

#### C.1.6.3 Control of Contractor Employees

The selection, assignment, reassignment, transfer, supervision, management and control of contractor employees in the performance of this work will be the sole responsibility of the contractor. However, the contractor shall comply with the general intent and specific policies of this contract.

#### C.1.6.4 Personnel Habit

All work shall be performed in a professional, workman like manner, with minimum disturbance to the facility users. Loudness, vulgarity, drunkenness, substance abuse, rudeness, or other similar offensive conduct by an employee of the Contractor will be grounds for denying the employee access to the installation. There will be no use of alcohol or tobacco products in government facilities by Contractor personnel. The Contractor shall insure that contractor personnel enter only those areas necessary for work performance.

#### C.1.6.5 Personnel Identification

The contractor shall provide employee identification (ID) badge for each employee, which shall be visibly displayed at all times while on the project work site. The company and employee name shall be of a contrasting color, and be legible from a distance of 2 meters.

#### C.1.7 WARRANTY

All warranties shall, at a minimum, be in accordance with the provisions and clauses set forth in the solicitation. Equipment manufacturer or materials manufacturer standard warranties which exceed these minimum requirements shall be provided to the Government per task order. Workmanship warranty will be two years from final completion and acceptance of physical work per task order.

#### C.1.8 CONTACT BETWEEN U.S. GOVERNMENT AND CONTRACTOR

The COR or any other duly authorized U.S. Government official designated by the contracting officer shall be able to contact the contractor's Project Manager, or their designated alternate, at anytime (typically during normal working hours and normal workdays, but may also be after normal duty hours and on weekends) to initiate work requirements. The designated recipient of work notifications shall have at their disposal the means to contact and assemble the required personnel, tools and equipment to initiate and complete the necessary task within the established time frames as defined by the U.S. Government authorized person.

#### C.1.9 NOT USED

#### C.1.10 QUALITY CONTROL

See NAU Specification 01 45 01.10 USACE Quality Control System.

#### C.1.11 LIQUIDATED DAMAGES

- a. Liquidated Damages will be as specified per task order for all construction Line Items. Line items considered construction have a C preceding the Line Item number and as identified in paragraph C.6 in this document.
- b. Exception: In case the Contracting Officer determines completion of work is not feasible during the completion period(s) stated in the Task Order, such work will be exempted from liquidated damages.

c. If the Liquidated Damages are specified in individual Task Orders and the contractor fails to complete the work within the time specified in a Task Order, or any extension, the Government may assess liquidated damages for each day of delay in accordance with FAR Clause 52.211-12.

d. For any Task Orders accomplished at one site for which delay costs are applicable at the same time, the liquidated damages shall be concurrent and cumulative and applied as stated in each individual Task Order.

#### C.1.12 CORRESPONDENCE

All correspondence between the contractor and the U.S. Government pertaining to this contract shall be in English, with the exception of bills of lading, delivery slips and receipts, which may be submitted in the local language, however, the Contracting Officer reserves the right to request a translation into English.

#### C.1.13 RECORDS ACCESS

The contractor shall maintain a current electronic file of all technical and administrative records pertaining to the execution of this contract for review by the U.S. Government. The U.S. Government will make available to the contractor all technical records pertaining to the facilities for which the contractor has responsibility.

#### C.1.14 HISTORICAL DATA

These data, along with other information contained in this document (such as the Technical Exhibits), are provided for general information and planning purposes only, are not necessarily all inclusive, and should not be construed as limiting the Contractor's performance under this contract.

#### C.1.15 INSURANCE

In accordance with FAR Part 52, Clause 52.228-5, "Insurance – Work on a Government Installation" and Defense Base Act Clause (see contract clauses) the contractor shall within ten days of contract award provide the Contracting Officer with proof of insurance. The insurance shall be at the contractor's expense. The liability amounts shall be at least the minimum amounts as required by Local practice and law.

### C.2. ABBREVIATIONS AND DEFINITIONS

#### ABBREVIATIONS

ACO(R)	Administrative Contracting Officer (Representative)
COR	Contracting Officer's Representative
CPSC	Consumer Product Safety Commission
DPW	Director of Public Works
KO	Contracting Officer
QA	Quality Assurance
QC	Quality Control

PM

Project Manager

DEFINITIONS

**ADMINISTRATIVE CONTRACTING OFFICER:** Person appointed by the Contracting Officer with the authority to enter into, administer, and terminate contracts and/or make related determinations and findings.

**ALTERATION:** Any work to a facility that changes its use or function from that which is officially recorded in the real property record.

**CHECK:** To examine, test, and compare against a standard to verify that the item or system under examination is operating within prescribed standard tolerances.

**COMMUNITY:** A single installation, facility, building, structure or any combination thereof under the maintenance/repair responsibility of a single source.

**CONSTRUCTION:** The expansion, extension, alteration, conversion, or replacement of playgrounds, related site preparation, excavation, filling, landscaping, or other land improvements.

**CONTRACTING OFFICER KO:** The person duly authorized to enter into, administer or terminate contracts and make other determinations and findings related to the contract for the U.S. Government.

**CONTRACTING OFFICER 'S REPRESENTATIVE (COR):** Individual(s) designated in writing by the Contracting Officer to perform specific contract administration functions. This individual has no authority to enter into or modify existing Government contracts or task orders.

**CONTRACTOR:** This term as used herein refers to both the prime contractor and any subcontractor(s) engaged by the prime contractor to perform any part of the services under the contract. Any tier subcontractor must comply with the provisions of the contract.

**COST ESTIMATE:** A preliminary estimate, using the most accurate figures readily available, of the labor and material expenses necessary to do a described piece of work.

**DEFECT:** Each instance of non-compliance with a contract requirement.

**HAZARDOUS WASTE:** A discarded material that may be a solid, semi-solid, liquid, or contained gas and is classified as hazardous by the host nation, or according to Chapter 6 of the Environmental Final Governing Standards Germany (EFGSI) or local governing requirements.

**INTERRUPTION OF SERVICE:** A situation whereby the utility is not available to the users.

**KEY PERSONNEL:** Contractor personnel in supervisory or management positions.

**PERFORMANCE START:** This period starts at the end of the 15 day phase-in period. At performance start, the Contractor accepts full responsibility for contract performance. Therefore, the contractor's staff

is in place, management systems are operational, required plans are finalized, and the U.S. Government commences rating the Contractor's performance.

**QUALITY ASSURANCE:** Those actions the COR takes to assure services meet the requirements of the PWS.

**QUALITY ASSURANCE EVALUATOR (QAE):** A person or persons designated by the Contracting Officer or Administrative Contracting Officer to be responsible for evaluating contractor performance.

**QUALITY ASSURANCE SURVEILLANCE PLAN:** A written plan of the details, methods, frequency of inspections, parameters, sampling guides, inspection checklists, and other information the QAE uses to provide effective QA.

**QUALITY CONTROL:** Those actions the contractor takes to ensure that the contractor's performance meets the terms and conditions of the contract.

**REFUSE:** Something that is discarded as worthless or useless.

**WASTE:** The worthless or useless residue or debris remaining from or collected in the performance of work. Waste includes litter, refuse, and any other items identified in the PWS as waste. Waste does not include any item identified for turn-in or salvage in this PWS. If the contractor is unsure if an item is waste or salvage, they shall request that the ACO decide.

### C.3. U.S. GOVERNMENT FURNISHED FACILITIES, EQUIPMENT AND SERVICES

The U.S. Government will furnish the following listed facilities, equipment, materials, and services, at no cost to the contractor:

#### C.3.1 NOT USED

#### C.3.2 SERVICES

##### C.3.2.1 Utilities

The Government will furnish water and electric power, as necessary and where available, for operations under this contract. Electrical connections or temporary installations shall be made in accordance with all applicable safety regulations at the contractor's expense. The contractor shall use Government furnished utilities in a prudent manner consistent with energy conservation guidelines.

### C.4. CONTRACTOR FURNISHED FACILITIES

#### C.4.1 GENERAL

The contractor shall furnish all facilities, equipment, materials, tools, and vehicles required for the execution of work, except as specified in Paragraph, "U.S. Government Furnished Facilities, Equipment and Services" or as stated in specific paragraphs of this section.

All contractor furnished property and operations shall meet applicable U.S. Government regulations and standards or local governing codes and regulations, as appropriate. In cases of conflict, the more restrictive law, code or regulation will apply. Contractor furnished property is subject to Government inspection to ensure compliance with safety laws and regulations specified in this contract. Contractor furnished property that is inoperable or unserviceable for any reason shall be immediately removed from U.S. Forces controlled property by the contractor.

The contractor shall ensure that employees have specialized permits, licenses, and certifications required and as appropriate to operate or utilize the contractor's equipment. Contractor furnished facilities, equipment, materials, and services shall include, but are not limited to, the following:

#### C.4.2 EQUIPMENT

The contractor shall utilize the equipment type and size suitable for the required operation and shall operate the equipment from existing sources of Government furnished electrical power, where available, while maintaining a low noise level of operation. All equipment shall meet the mechanical inspections standards of the local Government. The U.S. Government reserves the right to supply the contractor with any equipment needed to perform the services required under this contract. The contractor shall ensure that commingling (mixing) of U.S. Government and contractor furnished equipment does not occur.

The contractor shall permanently affix a nameplate, inscribed with the contractor's name on each piece of equipment. The attached nameplate shall be highly visible.

#### C.4.3 VEHICLES

All contractor furnished vehicles shall be maintained in a neat, presentable, and operational condition, and shall meet the inspection standards of the Local Government. The contractor shall provide a sign on the right and left sides of contractor furnished vehicles with the contractor's company name and telephone number. Contractor vehicles shall not be cleaned or washed on Government property.

#### C.4.4 COMMUNICATIONS

The contractor shall provide its own telephone and fax service for work calls and notification during normal duty hours. The above communications equipment and services shall be provided at the contractor's expense. The contractor shall ensure that a complete telephone roster that lists the work telephone numbers of key personnel is given to the COR and to the Contracting Officer. The list will be maintained and kept current by the contractor.

#### C.4.5 MATERIALS AND SUPPLIES

All materials and repair / replacement parts shall be new, clean parts free of defects, corrosion and damage, and fitted for size, design characteristics for the use intended. Materials so acquired shall become U.S. Government property at the time of final completion and acceptance of each task order.

## C.5 REQUIRED SERVICES

### C.5.1 TASK ORDERS

Task Orders will be initiated by a request for proposal from the Government. The Contractor will be advised of a time and location for a site visit at which time minimum requirements will be provided to the Contractor. The Contractor shall coordinate with the Government for initial and final requirements and timelines. Typical Task Orders may include but not necessarily limited to inspections, reporting, testing, equipment installation or repair layout designs, furnishing equipment, installing equipment, resilient surfacing, and management of the work. The Government reserves the right to accept or reject any designs based on customer needs and funding limitations. Task Orders will be negotiated based on the Schedule of Services and Rates and current Equipment Pricing Schedule. Travel and per diem to be negotiated in accordance with the Joint Travel Regulation.

#### C.5.1.1 Design Layout

Design layout shall be accomplished with/by the equipment manufacturer representative. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate Building Number, ADAAG accessible routes, and percentage of ADAAG accessible components. All designs shall include a cover sheet, cross sectional details for foundations and surfacing, any demolition work, fencing/gates, overall facility with all play areas and each individual play area as separate drawings with age group indicated. A task order scope of work may require more or less detail depending on the level of efforts required. These will be identified in each task order scope of work. Access points from buildings into playgrounds shall also be shown. Other requirements may be addressed per task order to ensure a complete layout is approved prior to work start.

Any task order requiring a layout design will have a draft submitted with the initial proposal for negotiation purposes. A final layout plan shall be provided with the final negotiated proposal.

#### C.5.1.2 Equipment

The equipment manufacturer selected at time of award shall be the manufacturer supplier for the duration of the contract including option years. Equipment must be new and unused and comply with all the applicable requirements of this contract including CSPC, ASTM and ADAAG.

<http://www.cpsc.gov/cpscpub/pubs/325.pdf>

#### C.5.1.3 Resilient Surfaces

Resilient surfaces when being installed as fall protection for playgrounds shall meet the highest head impact criteria (HIC) safety standard for its intended use and shall be self enduring, not subject to seam splitting and separation, or curling.

Resilient surface materials being installed for other than fall protection shall also be self enduring, not subject to seam splitting and separation or curling.



#### C.5.1.4 Installation

a. All work must be performed according to the manufacturer's instructions and standards, and shall be in strict accordance with the manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Government concerning questions or conflicts in any task order in a timely manner as to not delay the progress of work.

b. All play structures shall be installed by an installer authorized and certified by the manufacturer. All equipment shall be rigid, straight, plumb and level. Secure all equipment with manufacturer's fastening devices.

c. Site work may be accomplished by others. The Contractor shall fully cooperate with other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the site work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

#### C.5.1.5 Management

Contractor quality control and project management shall be in accordance with this section, technical specifications, and per Task Order requirements.

#### C.5.1.6 Specifications

Technical specifications are part of this contract and work shall adhere to the requirements of the specifications. Task Orders may require additional or other specifications and/or requirements. Task Order requirements supersede the requirements of the specifications that are part of the base contract. A listing of the specifications that are part of this base contract is as follows:

#### Contract Specifications

00 73 15	General Conditions
00 73 15.15	Time Extensions for Unusually Severe Weather
00 73 16.02	Special Conditions for Projects in Italy
00 73 16.04	Special Conditions for Projects in Turkey
01 32 01.00 10	Project Schedule
01 33 00	Submittal Procedures
01 35 26	Safety and Occupational Health Requirements
01 35 26.10	Additional Safety and Occupational Health Requirements for Projects in the European Union
01 35 26.15	Additional Safety and Occupational Health Requirements for Projects in Italy
01 45 01	USACE Quality Control
01 45 01.10	USACE QUALITY CONTROL SYSTEM (QCS)
02 41 00	Demolition
	Construction Signs Deutsch
	Construction Signs
	Public Playground Safety Handbook – CPSC 325
31 00 00	Earthwork

32 18 16.13 32 31 00	Playground Protective Surfacing Fencing and Gates
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In the event of a conflict within the specifications the most stringent application shall be adhered.

#### C.5.2 CONTRACTOR SUBMITTALS

The Contractor shall provide submittals as required by the individual task orders to establish compliance with the specifications. The Contractor shall also develop submittals as described in the following paragraphs. The Contractor shall furnish the submittals to the Contracting Officer or the COR for review and approval no later than thirty (30) calendar days after award of the contract, or the specified number of days per task order. In the event any of the submittals are disapproved by the Contracting Officer or the COR, the contractor shall revise the disapproved submittal to address all comments and resubmit to the Contracting Officer or the COR within seven (7) days of receipt of comments, or as specified per task order or COR direction. The contractor shall update submittals and submit to the COR for review and approval whenever changes occur or are proposed. The submittals shall be prepared in accordance with the requirements and shall include at a minimum, but not be limited to the following:

##### C.5.2.1 Shop Drawings and Submittals

The Contractor is responsible for preparation of shop drawings, submittals, per task order if required by the Contracting Officer or the COR and will be contained as a requirement of the task order. This is considered a General Administrative duty and no separate payment will be made for submittals, see PAYMENTS, this section.

##### C.5.2.2 SAFETY Plan

a. The Contractor shall develop a safety plan to describe procedures and plans for preventing accidents and for preserving the life and health of the public, the contractor, or government personnel performing, or in any way coming in contact with the performance of this contract.

b. The Contractor's safety program plan shall comply with EM 385-1-1, Appendix A of the U.S. Army Corps of Engineers Safety and Health Requirements Manual. Country specific safety laws, such as but not limited to the German Safety Laws (SIGI) and Italian 494/96 Safety Law, shall also apply to this contract.

##### C.5.2.3 Contractor Quality Control

The Contractor shall provide Quality Control in accordance with NAU Specifications and as required per task order.

##### C.5.2.4 Project Manager and Key Personnel

The Project Manager and Key Personnel shall be as required in Section C, paragraph C.1.6.

#### C.5.3 ORDERING

Each Task Order issued against this contract shall specify the quantities and tasks necessary to perform

the scope of work for that task order. Task orders will be issued on DD Form 1155. Orders may be placed via mail, telephone, facsimile or electronic commerce. The task order becomes binding when the Contracting Officer signs the Order.

#### C.5.3.1 Cost

Section B Schedule of Services and Rates pricing shall be used to administer the contract in conjunction with the Equipment Pricing Schedule and catalogs.

#### C.5.3.2 Personnel/Services/Installation

Personnel for management and services shall be covered as part of the furnished and installed price for negotiated task order per line items from Section B Schedule of Services and Rates. Quantities shall be determined and negotiated per task order.

#### C.5.3.3 Installation

Installation shall be as indicated on Section B Schedule of Services and Rates and shall be considered fully burdened rates with quantities negotiated per task order.

#### C.5.3.4 Resilient/Rubber/Fall Material Surfacing

Surfacing shall be as indicated on Section B Schedule of Services and Rates with quantities negotiated per task order and as per approved designs/layout per individual task orders.

#### C.5.3.5 Design Layout

Design Layout (this is included within the DLCEIC percentage of the schedule of services and rates) shall be calculated by the multiplying the percentage on Section B Schedule of Services and Rates to the final negotiated total equipment Euro amount for each task order. The resulting Euro amount shall be added to the overall task order amount. This percentage shall be considered a fully burdened rate. When design layout is required the applicable percentage provided on Section B - Schedule of Services and Rates shall be included in the task order pricing. The design percentage shall not exceed the percentage identified in Section B - Schedule of Services and Rates.

#### C.5.3.6 Equipment Pricing

Equipment pricing shall be priced directly from the current equipment prices of the Contractor's Equipment Pricing Schedule and catalogs. These prices shall remain in effect until 31 December (or the Contractor's Equipment Pricing Schedule annual expiration date) of the current award year. The Contractor, on or before 31 December, shall provide an updated Equipment Pricing Schedule and catalog if changed from previous year. The pricing of the new Equipment Pricing Schedule and catalog shall become effective once the contracting officer approves and accepts the newest submission. This process shall be repeated for subsequent years.

a. The price to be paid for such equipment shall be based on an established pricing schedule or list price in effect when equipment is furnished, less all applicable discounts to the Government, and

b. That in no event shall the price exceed the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

c. Equipment shall be delivered to the final destination per task order.

#### C.5.3.7 Shipping

Shipping shall be delivered to the final destination as determined per task order. Payment for shipping shall be in accordance with FAR 47, FOB Destination. This item is subject to negotiation. If the cost of final delivery is more the contractor can request modification to cover increased costs. If the final costs is lower than negotiated the government can also request credit. Final shipping costs proof is due upon delivery of equipment per task order to the COR.

#### C.5.3.8 Travel Costs

Travel costs shall be paid in accordance with FAR 31.205-46, as indicated on the Section B Schedule of Services and Rates, and shall only be negotiated on individual task orders deemed necessary by the Government and shall only be negotiated on individual task orders deemed necessary by the Government. Work within Germany, Belgium and the Netherlands shall not have travel costs reimbursed typically since the contract is mainly work in these countries. Travel costs for all other work in other countries is subject to negotiation.

#### C.5.3.9 Time Extensions

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements per task order requirements. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

### C.5.4 EVALUATION OF CONTRACTOR PERFORMANCE

In accordance with FAR 42.1503 and FAR 36.201 (A)(1)(I) the Contractor's performance will be evaluated on an interim basis upon the completion of each base and option period based on the completed work on several task orders with a total dollar value of \$500,000 or more. Interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government.

### C.5.5 WARRANTY

Prior to acceptance by the Government, the Contractor shall provide each of the following:

- a. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period
- b. Availability of replacement parts.
- c. Life expectancy of equipment under normal use.
- d. Detailed information as to proposed return policy on all equipment.

## C.5.6 TECHNICAL REQUIREMENTS

### C.5.6.1 References

It is essential that all playground personnel, design, and equipment be in compliance with the publications listed in this solicitation and other laws and requirements concerning playground equipment for U.S. Army facilities.

#### C.5.6.1.1 American Society for Testing and Materials (ASTM)

All contract work shall be in accordance with the following requirements of the American Society for Testing and Materials (ASTM) listed here and elsewhere in these specifications.

ASTM D 412	Vulcanized Rubber and Thermoplastic Elastomers – Tensions
ASTM F 1487	Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
ASTM F 1951	Standard Specification for Determination of Accessibility of Surface Systems under and around Playground Equipment
ASTM F 1292	Standard Specification for Impact Attenuation of Surface Systems under and around Playground Equipment

This information is available at [American Society for Testing and Materials](http://www.astm.org) (ASTM), 100 Bar Harbor Drive, West Conshohocken, PA 19428-2959, (610) 832-9585, Fax: (610) 832-9555, for more information you may visit the internet at the following hyperlink [www.astm.org](http://www.astm.org).

#### C.5.6.1.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the “Handbook for Public Playground Safety” published by the Consumer Product Safety Commission.

CPSC Pub No 325      Handbook for Public Playground Safety

Copies may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207 or ‘pdf’ versions are available on the internet at the following hyperlink, <http://www.cpsc.gov/cpscpub/pubs/325.pdf>.

#### C.5.6.1.3 Americans with Disability Act Accessibility Guidelines (ADAAG)

The U.S. Army is committed to provide equipment designed to be used by and/or be accessible to mobility/limited or sight impaired individuals. To this end, manufacturers and or suppliers are required to follow the current ADAAG guidelines with emphasis on Paragraph 15.6 Play Areas for accessible play areas and may be obtained at the following internet web site <http://www.access-board.gov/adaag/html/adaag.htm>.

A new supplement to ADAAG covering play areas references several standards from the American Society for Testing and Materials (ASTM). The definition of "Use Zone" in ADAAG 3.5 relies on the *ASTM F 1487-98 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use*. ADAAG 15.6.7 requires that ground surfaces along accessible routes, clear floor or ground

spaces, and maneuvering spaces within play areas comply with the *ASTM F 1951-99 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment*. The ground surfaces must be inspected and maintained regularly and frequently to ensure continued compliance with this standard. If located within use zones, the ground surfaces also must comply with the *ASTM F 1292-99 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment*.

#### C.5.6.1.4 U.S. Army Standard Design for Outdoor Play

Design shall be accomplished in accordance with the U.S. Army standard design for outdoor play Environment and as specified in each task order.

ARMY TM 5-803-11

Children's Outdoor Play Areas

AIR FORCE AF JMAN 32-10139

Children's Outdoor Play Areas

### C.6 CONSTRUCTION SPECIFICATIONS

All equipment shall be installed IAW CPSC (Consumer Product Safety Commission Guide), ASTM (American Society for Testing and Measurement), ADAAG (Accessibility Guidelines for Americans with Disabilities Act) and in accordance with the manufacturer's instructions.

In some circumstances site work including site prep, paving blocks, utilities, trenching, and other construction disciplines may be performed by other contractors. Work shall be coordinated with these other contractors and the U.S. Government.

#### C.6.1 Installation for Playgrounds

##### C.6.1.1 Tot Houses, Benches, Art Easels and Other Miscellaneous Equipment.

Playground equipment for climbing and swinging shall be installed through the compacted sub base. Footing holes shall be machine or hand dug to a depth of 60 cm to 80 cm (or as per manufacturers requirements and depending on local frost depth conditions). Posts (with a set pin included) shall be set and leveled in the holes before the installation of loose mix concrete. Concrete will be hand-tamped after pouring. Sub base material will be hand compacted around posts after equipment installation and before top layer of granular rubber is installed. Work shall be accomplished in accordance with the manufacturer's recommendations and instructions.

##### C.6.1.2 Storage Building

The storage buildings are prefabricated and shall be installed on poured concrete pads or stable base of pavers as determined per task order. The storage buildings shall be anchored through the sill plates into anchors drilled into the concrete. Anchors shall be steel expansion type with minimum 1/4" bolts, three (3) per side minimum.

##### C.6.1.3 Sand houses

Sand houses shall be installed per manufacturers recommended installation guidelines to meet required specifications. Sand is remunerated separately (unless stated as being part of the item per manufacturers equipment catalog), but shall be clean silica sand free of rocks and other debris. Sand shall be a type designated for playground use and approved by COR prior to ordering and placing in a sand house.

#### C.6.2 Construction for Playgrounds

Work shall be performed in accordance with the applicable industry standards, regulations, and the performance standards as specified in paragraph C.5 and per approved design and task order scope of work.

##### C.6.2.3 Poured-in-Place Resilient Surfacing and Rubber Surfacing

See Section 32 18 16.13 PLAYGROUND PROTECTIVE SURFACING.

##### C.6.2.4 Mineral Aggregate Base

Furnish and install clean gravel approximately 16/32mm including leveling and compaction.

Furnish and install clean sand approximately 0/11mm including leveling and compaction.

Materials planned for use for gravel or sand shall be approved under submittal by COR prior to ordering.

Re-compaction of existing sub-base shall be per manufacturer's requirements and per general construction standards for final surface being installed.

An existing sub-base failing to meet required compaction shall be brought to the attention of the COR immediately. Correction of this issue shall be either by reduction in compaction requirement or providing additional material or alternate fix only per COR or KO direction.

##### C.6.2.5 Excavation

Excavation shall be performed IAW Section 31 00 00 EARTHWORK. Excavation line item costs include

Excavation in soils up to and including soil class 5.

###### C.6.2.5.1 Trenching

Trenching shall be performed IAW Section 31 00 00 EARTHWORK. . Trench excavation line item costs include

Trench excavation in soils up to and including soil class 5.

###### C.6.2.5.2 Top Soil Removal

Top soil removal shall be removed IAW Section 31 00 00 EARTHWORK.

###### C.6.2.5.3 Top soil and sub-grade soil Material

Top Soil shall be approved by the COR and must be clean of rock and debris and shall be provided and placed IAW Section 31 00 00 EARTHWORK.

Sub-grade Soil shall be approved by the COR and must be suitable for finished surface and shall be provided and placed IAW Section 31 00 00 EARTHWORK.

#### C.6.2.5.4 Utility Lines

Utility lines shall be located prior to work IAW See Section 02 41 00 EARTHWORK. This includes the contractor requesting any existing utility drawings from the DPW. Any unforeseen utilities not shown on provided plans shall be addressed as needed under modification or per COR direction.

#### C.6.2.5.5 Rolled Sod

Furnish and install COR approved rolled sod/grass per approved design and per supplier's requirements. Installation of rolled sod shall include the contractor watering per suppliers instructions (use of facility water will be provided free of charge if available, but the contractor is responsible for providing their own means to water (hoses, connections etc.)). If water is not available the contractor is responsible for providing required water at no additional cost to the government. This cost for installation of rolled sod includes a minimum of two cuttings as agreed with the COR. The contractor provides their own means of lawn mowing and this is also included in the price of this line item.

#### C.6.2.5.6 Geotextile Material

Furnish and install geotextile separation layer per approved design and as required for intended use. Material shall be installed per manufacturer's instruction.

#### C.6.2.5.7 Biodegradable erosion control material

Furnish and install biodegradable type erosion control material per approved design and as required for intended use. Material shall be installed per manufacturer's instruction.

#### C.6.2.5.8 Tree/limb/bush/brush cutting/trimming and disposal

Trim tree branches, brush, overgrowth or any vegetation as required to provide for a safe play/sport/fitness area. All waste materials shall be removed and disposed of off post by the contractor as part of this line item cost. This is an hourly rate type charge to be negotiated per task order and these hours are only for work at the site and not for transportation to a disposal site. Transportation effort shall be covered in the hourly rate for the work on site.

#### C.6.2.5.9 Painting

Line item includes painting at new or existing equipment or surfaces. This is a single coat cost item and includes all costs for protection of surrounding areas or surfaces and preparation of the surface to be painted (such as scraping old paint and sanding for smoothness).

#### C.6.2.6 Drain/Seepage Line and Connections



Seepage and/or drain lines shall be installed as specified when required and installed IAW DIN V 19534 regulations. Drainage/seepage line work for this contract is not expected to be significant and only used when water type structures are included or unusual surface areas don't allow for proper drainage of a play/sport/fitness area. This line item is a per meter cost with ancillary work such as connections, bends, seals, end caps, junctions, hand holes, access/inspection pits included. Trenching and finished surfacing shall be remunerated separately as required per approved design or per COR. This line item includes pipe/lines up to 20cm diameter.

#### C.6.2.6.1 Trench/gutter drain

Furnish and install trench or gutter type drainage with galvanized steel covering. This is a U-channel type drainage gutter with a slotted cover intended for edge of field drainage (maximum 20cm deep x 15cm wide external dimensions). This item includes just the drainage channel and cover to include any connection joints of this gutter. End caps are also included in this line item cost. Trenching and drainage line work shall be remunerated separately.

#### C.6.2.6.2 Water Line

Water line work for this contract is not expected to be significant and only used when water type structures are included or adjustment are required to existing water lines or sprinkler systems of a play/sport/fitness area. This line item is a per meter cost with ancillary work such as connections, bends, seals, hand holes, valves included. Trenching and finished surfacing shall be remunerated separately as required per approved design or per COR. This line item includes pipe/lines up to 3cm diameter. Material type shall be approved by the COR prior to ordering. Installation is generally going to be exterior and underground.

#### C.6.2.7 Bituminous Covering Removal

Bituminous removal shall be performed IAW Section 02 41 00 SITE CLEARANCE AND DEMOLITION.

#### C.6.2.8 Bituminous Surface Installation

Installation of bituminous surface with sub grade in the area where the original surface was removed will be installed IAW DIN regulations. Furnish and install on primed granular base course, as surface course, stone-filled, cold asphalt concrete mix conforming to industry standards. Binders, bituminous emulsion M65K and cold bitumen, bitumen content 5.5-7.0%. Aggregate crushed rock, gradation 0/11 mm, even graded. Included is the addition of appropriate polymer additives to improve wearing and reduce deformation, as well as the temporary covering of structures in the area of work during installation.

#### C.6.2.9 Concrete

Furnish and install all materials (including formwork) and labor to place reinforced or unreinforced concrete per industry standards for application intended per each task order scope of work and/or approved design.

#### C.6.2.10 Precast Concrete Curbstones

Furnish and install precast concrete curbstones in B15 concrete bed with back support, 15-cm thick, up to 10-cm below top of curbstone. Top edge flush with adjacent walkway pavements or per approved design. Included is installation of curved stones with radii as in DIN 483 and forming of large radii using straight stones and small radii with cut stones. Curbstones as lateral border to walkway pavements or to eaves paving. Curbstone size T 8x20 DIN 483.

#### C.6.2.11 Re-install Concrete Curbstones

Re-install stored-aside concrete curbstones in B15 concrete bed with back support, 15-cm thick, up to 10-cm below top of curbstone. Top edge flush with adjacent walkway pavements or per approved design, curb rise from roadway 12-cm when not otherwise indicated on plan.

#### C.6.2.12 Porous Concrete Pavers

Methods and requirements may vary from manufacturer to manufacturer and project to project. Pavers are the wearing course. The square meter price includes bedding layer of course, clean, sand that is screed to a uniform depth of 1.5". Square meter price also includes base course of compacted aggregate, cement or asphalt-stabilized aggregate, asphalt, concrete, or flowable fill. Pavers shall be placed upon a subbase or subgrade in the approved designed thickness. Purpose is to support a surface course. With permeable subgrades, all water may be drained directly into the subgrade or diverted to lateral storage or drainage systems. New pavers shall not be less than 10cm thickness.

#### C.6.2.13 Fencing

Fencing shall be provided and installed IAW Section 32 31 00 unless specified herein.

##### C.6.2.13.1 Safety Fencing

Provide a standard construction safety fence made of round steel with mesh filling and mounted on two posts with post footers in concrete blocks, removable in sections, height approx. 2.0 m, for the duration of construction period as negotiated per task order. This line item and work includes any and all signage required for safety warnings, fire evacuation directions, project information for emergency POC's for the site as required by the COR.

##### C.6.2.13.2 Wood Fence

Wood fencing as approved by the COR per design or submittal shall be a minimum of 24mm thick boards. Standard is stained natural color or as approved by the COR. Attach the slats or rails to the posts using nails or wood screws to the appropriate centerline measurements provided by the fencing manufacturer. This unit price includes all connectors to posts and each other panel as required. Posts and gates are remunerated separately. Boards shall be installed with not more than a 1.0cm gap.

##### C.6.2.13.2.1 Wood Fence Posts

Posts for installation of a wooden type fence as approved by the COR shall be minimum 10cm diameter or 10cm x 10cm squared dimension. Standard is stained natural color or as approved by the COR. Concrete foundation and post hole excavation are remunerated separately.

#### C.6.2.13.3 Welded Bar Type Fence

Welded bar fencing as approved by the COR per design or submittal shall be minimum 5mm diameter bar type. Color standard is green, grey or unfinished galvanized, but COR shall approve color prior to ordering since a facility may have a different requirement. This unit price includes all connectors to posts and each other panel as required. Posts and gates are remunerated separately.

#### C.6.2.13.4 Chain Link Type Fence

Chain Link fencing as approved by the COR per design or submittal shall be minimum 3.2mm diameter type. Color standard is green, grey or unfinished galvanized, but COR shall approve color prior to ordering since a facility may have a different requirement. This unit price includes all connectors to posts and each other panel as required. Posts and gates are remunerated separately.

#### C.6.2.13.5 Steel Fence Posts

Steel fence posts shall be minimum 6cm diameter or 5cm x 5cm squared dimensions. Standard colors are green, grey or unfinished galvanized, but the COR shall approve color prior to ordering since a facility may have a different requirement. Concrete foundation and post hole excavation are remunerated separately.

#### C.6.2.13.6 Fence Post Foundation

Excavate post whole per manufacturer's requirements for height of fence and post being used. Place concrete foundation required per manufacturers requirements using minimum B25 unreinforced concrete mixture. Excess soil disposal shall be remunerated separately. This item costs includes excavation in soils up to and including Class 5.

#### C.6.2.13.7 Gates

Fence gates shall be the same type, style and finish as the fencing being installed (or as installed should this be a replacement gate). The COR may approve alterations as needed. This line item cost includes hardware (hinges, handles, cylinder locks, latching device, securing device (as for double wing gates)) as well as installation. Posts and post foundations shall be remunerated separately.

#### C.6.2.13.8 Gate Hardware

Replace existing gate hardware. This is a unit cost covering each hardware item specifically separable (each hinge, each handle, each lock cylinder, each latch). This line item cost includes removal and disposal off post of each item replaced. This line item includes installation of each line item replaced. Replacement hardware shall be compatible with the gate and for its intended use.

#### C.6.2.14 Artificial Grass

Artificial Grass (Synthetic lawns) shall be provided, stored, and installed IAW Section 32 18 16 13 SYNTHETIC LAWN SYSTEM.

#### C.6.2.16 Site Clean-Up

Complete final clean-up of site areas utilized by the contractor (outdoor access ways, canopies, hallways and the working areas, etc.) shall be kept cleaned at the end of each working day. This work item is considered a service and not a construction Line Item.

#### C.6.2.16 Inspections

Inspection shall be conducted of the Site for the layout, installation and quality of work of the equipment and rubber surface. The project site shall be certified for compliance with CPSC, ASTM and ABA guidelines on the playground equipment, layout, installation and rubber surfacing.

#### C.6.2.17 Lead Paint

All paints and other similar finishes used under this contract shall not contain more than 0.06 percent (600ppm) maximum lead by dry weight in the total nonvolatile content of the paint. Prior to using paints, the Contractor shall furnish the COR with certificates from a host nation authorized laboratory or the paint manufacturer stating that the paint to be used on this project meets the 0.06 percent lead limitation. Zinc chromate may not be used in paints.

#### C.6.3 Performance Analysis and Standards

Performance analysis assigns a performance requirement to each task which involves determining how a service can be measured and what performance standards and quality levels apply. The performance standard establishes the performance level required by the government. Correspondingly, the acceptable quality level (AQL) establishes maximum allowable error rate or variation from the standard.

#### C.7 Construction Line Items

Work listed as construction in this contract shall follow the construction specifications listed below. Regardless of the type of work performed, the Contractor shall follow the EM 385-1-1 at all times including application of Specification 01 35 26 Safety and Occupational Health Requirements and 01 35 26.10 Additional Safety and Occupational Health Requirements for Projects in European Union shall be applied at all times. If a conflict exists between this Section C and the specifications during the execution of a task order, the most stringent requirement shall prevail. Construction Signs shall be placed at all task order locations.

#### C.8 ANTITERRORISM/OPERATIONS SECURITY

U.S. Army Europe (USAREUR) requires a Mandatory Antiterrorism/Operations Security Review for this acquisition using the standard language text required US based contractor employees and associated sub-contractor employees to make available and to receive government provide area of responsibility (AOR)

specific to the following provision and clauses and not all provisions/contract clauses will apply to this requirement.

**Clause 1:**

**AT Level I Training.** All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: <http://jko.jten.mil/courses/at11/launch.html>; or it can be provided by the RA ATO in presentation form which will be documented via memorandum.

**Clause 2:**

**Access and General Protection/Security Policy and Procedures.** All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks or background investigation and to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

**Clause2b:**

**For contractors who do not require CAC, but require access to a DoD facility or installation.**

Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

**Clause 3:**

**AT Awareness Training for Contractor Personnel Traveling Overseas.** All US based contractor employees and associated sub-contractor employees traveling overseas will receive the government provided AOR specific AT awareness training. The documentation of training completion must be provided to the COR prior to departure.

**Clause 4:**

**Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something).** The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be

completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after the completion of the training.

**Clause 7:**

**OPSEC Level I Training.** All new contractor employees will complete Level I OPSEC Training within 30 calendar days of their reporting for duty. Additionally, all contractor employees must complete annual OPSEC awareness training. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training. OPSEC awareness training is available at the following websites: <https://www.iad.gov/ioss/> or <http://www.cdse.edu/catalog/operations-security.html>; or it can be provided by the RA OPSEC Officer in presentation form which will be documented via memorandum.

**Clause 11:**

**For Contracts Requiring Performance or Delivery in a Foreign Country.** All non-local contracting personnel will comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

## C.9 LIST OF EXHIBITS

Exhibit 1 - DoDEA-Europe Playground Locations and Data  
 Exhibit 2 - SAMPLE Audit Report  
 Exhibit 3 - SAMPLE Inspection Report  
 Exhibit 4 - SAMPLE Equipment Certification  
 Exhibit 5 - SAMPLE HIC Test Report

## C.10 LIST OF AUDIT REPORTS

Audit Report - Spangdahlem ES  
 Audit Report - Vogelweh ES 2015\_2016  
 Audit Report - Vilseck ES 2015\_2016  
 Audit Report - Vicenza ES 2015\_16  
 Audit Report - Stuttgart ES 2015\_2016  
 Audit Report - Spangdahlem MS 2015\_2016  
 Audit Report - Smith ES 2015\_2016  
 Audit Report - Sigonella ES 2015\_2016  
 Audit Report - Sevilla ES 2015\_2016  
 Audit Report - Sembach MS 2015\_2016  
 Audit Report - Sembach ES 2015\_2016  
 Audit Report - Rota ES 2015\_2016  
 Audit Report - Robinson ES 2015\_2016  
 Audit Report - Ramstein IS 2015\_2016  
 Audit Report - Ramstein ES 2015\_2016  
 Audit Report - Patch MS 2015-16  
 Audit Report - Patch ES 2015\_2016

Audit Report - Netzaberg ES 2015\_16  
Audit Report - Naples ES 2015\_2016  
Audit Report - Livorno ES 2015\_16  
Audit Report - Landstuhl ES 2015\_2016  
Audit Report - Kleine Brogel ES 2015\_2016  
Audit Report - Katterbach ES 2015\_16  
Audit Report - Kaiserslautern ES 2015\_2016  
Audit Report - Hohenfels ES 2015\_2016 (1)  
Audit Report - Hainerberg ES 2015\_16  
Audit Report - Grafenwoehr ES 2015\_2016  
Audit Report - Garmisch ES 2015\_2016  
Audit Report - Brussels ES 2015\_2016  
Audit Report - Böblingen ES 2014\_2015  
Audit Report - Bitburg ES 2015\_2016  
Audit Report - Aviano ES 2015\_16  
Audit Report - Aukamm ES 2015\_2016  
Audit Report - AF North ES 2015\_2016

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government



## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## Section H - Special Contract Requirements

SUMMARY OF WORKSECTION H  
SUMMARY OF WORK

## H.1 PURPOSE AND SCOPE:

This is an Indefinite Delivery Indefinite Quantity contract. The contractor shall provide all management services, supervision, personnel, labor, materials, facilities, transportation, general and specialized equipment and design layout required to perform inspections, repairs, installation of sport/fitness/playground equipment and the minor construction incidental to the installation. This contract is a combination of services and construction requirements. The construction work shall be handled in accordance with contract clauses related to construction and the service portion of the contract shall be handled in accordance with the service contract clauses of this contract. The services of this contract are performance based requirements. Liquidated damages shall be applied to the construction portion of each Task Order.

## H.2 GENERAL INFORMATION

a. PERFORMANCE PERIOD: Base Period of three (3) years plus two (2) one-year Option Periods of total duration of five (5) years.

b. MAXIMUM contract value: €30,000,000 for the life of contract, anticipated annual amount is €6,000,000.

c. MINIMUM GUARANTEE: The Minimum Guarantee amount for the base period is \$5,000 and is the consideration for all years.

d. TASK ORDER LIMITATIONS: The Minimum Task Order is €1,000 and the Maximum anticipated Task Order is €5,000,000. Task orders, on a case-by-case basis, may exceed the maximum anticipated amount if determined by the Contracting Officer to be within the scope of work.

## H.3 LOCATION

The geographical area covered by resultant contract includes all U. S. Forces Facilities and customers within the geographical jurisdictions of US European Command and US Army Europe. Work is primarily to be performed in the countries of Germany, Belgium, Italy, Turkey, Spain, and the Netherlands.

DODEA-Europe Playgrounds are located at DoDEA-E schools within the boundaries of US and NATO military facilities located in the following countries: Germany, Belgium, Spain, Italy, Netherlands, and Turkey. A list of school locations is provided as Exhibit 1.

## H.3.1 LICENSING, CERTIFICATIONS, AND PERMITS

Contractors MUST secure ALL required licensing and certifications to provide installation services in the geographical area of operations prior to the start of work per Task Order.

## CLAUSES INCORPORATED BY FULL TEXT

### STR 52.000-4023 UNAUTHORIZED SERVICE

The Contractor shall not undertake any action that will increase the price of this contract without the written approval of the Contracting Officer. Any such unauthorized action taken by the Contractor or any Contractor employee, which might be construed to be approved by the U.S. Government, shall be the responsibility of the Contractor and shall be resolved by the Contractor at no expense or embarrassment to the U.S. Government. Third-party claims resulting from such unauthorized actions shall also be resolved by the Contractor without expense or embarrassment to the U.S. Government.

End of Clause

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under and Federal Law	FEB 2016
52.211-13	Time Extensions	SEP 2000
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-6	Drug-Free Workplace	MAY 2001
52.223-16 Alt I	Acquisition of EPEAT - Registered Personal Computer Products - Alternate I	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-13	Patent Rights--Ownership By The Government	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-8	Discounts For Prompt Payment	FEB 2002

52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.246-21	Warranty of Construction	MAR 1994
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.222-7004	Compliance With Spanish Social Security Laws and Regulations	JUN 1997
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014

252.225-7004	Report of Intended Performance Outside the United States and OCT 2015 Canada--Submission after Award	
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7006	Acquisition of the AmericanFlag	AUG 2015
252.225-7012	Preference For Certain Domestic Commodities	AUG 2016
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7021	Trade Agreements--Basic	SEP 2016
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.229-7003	Tax Exemptions (Italy)	MAR 2012
252.229-7004	Status of Contractors as a Direct Contractor (Spain)	JUN 1997
252.229-7005	Tax Exemptions (Spain)	MAR 2012
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7002	Warranty of Construction (Germany)	JUN 1997
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7002	Revision of Prices	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.247-7025	Reflagging or Repair Work	JUN 2005

## CLAUSES INCORPORATED BY FULL TEXT

### STR 52.000-4004 IMMUNITY FROM LEGAL PROCESS

The Contractor agrees to indemnify and save harmless the United States Government against all claims and suits of whatsoever nature arising under or incidental to performance of this contract by any subcontractor against the United States Government. The Contractor further agrees to waive his rights to bring suit or other legal action against the United States Government, except as provided in the "Disputes" clause of this contract and in the United States Federal Statutes. (September 1993)

(End of Clause)

## CLAUSES INCORPORATED BY FULL TEXT

## STR 52.000-4008 DESIGNATED COUNTRY CITIZENS ON USAREUR ACCESS-CONTROLLED INSTALLATIONS (SEP 1999)

Designated country citizens (passport holders) are not authorized access to USAREUR controlled installations. Performance under this contractual document does not authorize designated country citizens access to such installations. Designated country as used in this provision includes Afghanistan, Algeria, Burma, Cambodia, Cuba, Iran, Iraq, Laos, Libya, Mongolia, North Korea, People's Republic of China (including Tibet), Syria, Yemen, and Former Yugoslavia (Serbia, Montenegro, and Bosnia Herzegovina). Individuals from Serbia and Montenegro will hold a Yugoslavian Passport. Individuals from Bosnia Herzegovina have their own passports. The list of designated countries is subject to change upon notification by USAREUR to local installations. To gain access to USAREUR Access Controlled Installations all Foreign Nationals, IAW USAREUR Regulation 604-1, Foreign National Screening Program, regardless of country of origin, will submit an original Police Good Conduct Certificate (PGCC) to the COR. Foreign Nationals who are not citizens of an EU member state must submit a copy of their passport showing a valid residence and work permit to the COR. Exceptions to this clause can only be made through ODCSINT USAREUR, ATTN: AEAGB-CI-S. The contractor agrees to insert the substance of this provision, including this paragraph, in all subcontracts. (September 1999)

(End of Provision)

**STR 52.000-4024 Relationship Between Government, Contractor, and Contractor Personnel**

a. The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationship exists or will exist under the contract between the Government and the Contractor and/or between the Government and Contractor's personnel. The Contractor personnel shall be responsible solely to the Contractor, who, in turn, shall be accountable to the Government.

b. The Government shall not exercise any supervision or control over Contractor personnel performing services under this contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of a Federal Officer, military or civilian, in connection with performance under this contract. Likewise, Contractor personnel shall not be placed in a position of command, supervision, administration, or control over Department of the Army military or civilian personnel, or personnel of other prime contractors, or become an integrated part of the Government organization in connection with performance under this contract. Contractor personnel shall not be used in administration or supervision of military procurement activities.

c. Rules, regulations, directives, and requirements which are issued during the contract term by DA Military Command Authorities, under their responsibility for law and order, administration, and security on the installation shall be applicable to all Contractor personnel or representatives who enter the installation, or who travel on Government transportation. This requirement shall not be construed or interpreted to establish any degree of Government control which is inconsistent with the intent of a non-personal services contract. Contractor personnel or representatives shall be subject to such checks as may be necessary to assure that their presence on the installation does not violate these requirements. No employee shall be permitted on the installation when such a check reveals that his presence would be detrimental to the security of the installation or accomplishment of work. When directed by the Contracting Officer, the Contractor shall remove any employee from an assignment to perform services under this contract for reasons of misconduct or breaches of security in connection with his or her employment or any employee determined otherwise objectionable by the Contracting Officer.

d. Upon completion of their assigned shift, Contractor employees shall depart the work area and shall not loiter elsewhere on the military installation.

e. Contractor and Contractor personnel shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlements and benefits accorded Federal employees.

**STR 52.000-4043 CORRESPONDENCE IN THE ENGLISH LANGUAGE (ADDITIONAL INFORMATION)**

In addition to FAR 52.215-1, it shall be the responsibility of the Contractor to prepare proposals and all documents related to this contract, to include, change orders, shop drawings and submittals, quality control reports, computations, and all correspondence, in the English language. In the event of disputes or litigation arising out of performance of this contract, the contractor will provide English language translations of any documents that are provided to the Government in support of the contractor's position or any documents pertinent to the dispute that are requested by the Government. For the purposes of this clause, pertinent means any documents that would normally be considered to be within the scope of discovery in an ASBCA or court proceeding concerning the dispute. The term 'documents' includes electronic documents including but not limited to email and includes documents generated by subcontractors or suppliers.

In the event a dispute results in litigation, including actions at the ASBCA or actions in U.S. courts, the contractor will be responsible for providing translations of any documents that are within the scope of a discovery request filed by the U.S. Government and for providing certified translations upon request by the U.S. Government.

(End of Clause)

**STR 52.000-4046 LEGAL HOLIDAYS (US/Turkish) (SEP 1993)**

Legal Holidays. The following list are US Legal Federal Holidays and Turkish Public Holidays. Contractor personnel shall observe U.S. Legal Federal Holidays for the duration of this contract.

a. U.S. Legal Federal Holidays. When holidays fall on Saturday, the preceding Friday will be considered a holiday. When holidays fall on a Sunday, the succeeding Monday will be considered a holiday. The U.S. Legal Federal Holidays are as follows:

- (1) New Year's Day, 1 January.
- (2) Martin Luther King, Jr.'s, Birthday, 3rd Monday in January.
- (3) President's Day, 3rd Monday in February.
- (4) Memorial Day, last Monday in May.
- (5) Independence Day, 4 July.
- (6) Labor Day, 1st Monday in September.
- (7) Columbus Day, 2nd Monday in October.
- (8) Veteran's Day, 11 November.
- (9) Thanksgiving Day, 4th Thursday in November.
- (10) Christmas Day, 25 December.

b. Turkish Legal Public Holidays.

- (1) National Sovereignty and Children's Day,
- (2) 23 April (1 day).
- (3) Commemoration of Ataturk and Youth and Sports Day,
- (4) 19 May (1 day).
- (5) Victory Day, 30 August (1 day).
- (6) Republic Day, 29 October (1 day).



- (7) Ramadan Festival, (3.5 days).
- (8) Sacrifice Festival (4.5 days).
- (9) New Years Eve, 1 January (1 day).

(End of Clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.000-4059 LETTER OF ASSURANCE (RFP) (SEP 1993)

Offerors are required to furnish with their offer an assurance that they can secure a performance guaranty as required by the clause entitled "Bank Letter of Guaranty" if awarded a contract and \_\_\_\_\_ pursuant to this proposal. The Letter of Assurance will be countersigned by the Bank Official(s) from which the offeror intends to obtain the Bank proposal. The Letter of Assurance shall be an original in English. The offeror acknowledges that failure to furnish the original Letter of Assurance with the offer may result in rejection of the offer as "nonconforming".

(End of Clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.000-4062 BANK LETTER OF GUARANTY (NOV 2007)

Within SEVEN calendar days after the date of contract award, the Contractor shall furnish the Contracting Officer a Bank Letter of Guaranty for the performance of the work in the amount of 10% of the anticipated maximum contract value, or lesser amount, at the discretion of the Contracting Officer, conforming to the format of the sample letter. Failure to furnish the Bank Letter of Guaranty may be deemed a breach of contract. The Bank Letter of Guaranty will be dated as of the contract award date or as soon thereafter as possible. The Bank Letter of Guaranty shall state that it will continue in effect without change in amount or terms until the work has been finally inspected and accepted by the Government, and that thereafter it will continue in effect until expiration of any applicable warranty periods or extensions thereof in an amount equal to five percent (5%) of the contract price. The Bank Letter of Guaranty shall also state that the bank agrees and consents that the contract may be modified by change order or supplemental agreement without affecting the validity of the Bank Letter of Guaranty. The Contracting Officer may require and the Contractor shall furnish the Contracting Officer an increase in the amount of the Bank Letter of Guaranty because of increases to the contract value. The authorization to issue "Notice to Proceed" will not be effected until after approval and acceptance by the Contracting Officer of the Bank Letter of Guaranty. The Bank Letter of Guaranty shall be interpreted in accordance with U.S. law and is subject to the Choice of Law and Immunity for Legal Process clauses in the solicitation.

(End of Clause)

## STR 52.000-4074 TAX RELIEF (FOREIGN COUNTRIES OTHER THAN GERMANY)

(a) Prices contained in this contract are exclusive of all taxes and duties from which the U.S. Government is exempt by virtue of any tax agreements between the United States Government and the Contractor's Government. The following taxes and duties have been excluded from the contract prices:

NAME OF TAX	PERCENTAGE
Value Added Tax (VAT)	%
Belgium	21%
Netherlands	21%
Italy	22%
Spain	21%
Turkey	18%

(b) The Contractor's invoice shall separately list the gross price, amount of the tax deducted, and the net price changes.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure relief from import duties are obtained. If the Contractor intends to use imported products from inventories on hand, the price of which included a factor for import duties, arrangements will be made to pay a refund to the Contractor by its government; by the duty free import of a corresponding amount of supplies or components used from inventory; or otherwise, to ensure the exemption of the United States Government from these taxes.

(End of Clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.000-4085 POST-CONSTRUCTION CERTIFICATION (ITALY)

- a. Certification of Compliance. As a condition of final acceptance of the work, the Contractor shall submit to the Contracting Officer a certified statement that the work complies with all applicable Italian laws and also a certified statement that the executed work is adequate and safe for the designated use. The certification shall be made by an engineer and/or architect regularly registered on the National Professional Rolls of Italy for at least ten years.
- b. Static Load and Final Testing. The Contractor shall comply with the pertinent articles of Italian Law 1086 of 5 November 1971, and all subsequent revisions. Because this construction will be performed on property owned by the Italian State, the 1086 Law Articles pertaining to notification and participation by civil authorities are not applicable. The Contractor shall be fully responsible for construction, supervision, static load tests and final testing, and for all cost associated with this procedure and specifically follow Article 7 of Italian Law 1086 in performing the test. Any fees for these tests shall be in accordance with Italian Professional Law No. 143 of 2 March 1949 as amended. Article 2 of Italian Law 1086, as amended, requires the static load tests to be performed under the supervision of an engineer or architect registered on the National Professional Rolls of Italy. Since GENIODIFE intends to participate in static load and final testing, the contractor shall notify the Contracting Officer at least 21 calendar days prior to any static load or final test to enable the Contracting Officer to notify GENIODIFE, and prior to performing the tests, submit to the Contracting Officer the names and the certified credentials of the engineer(s) or architect(s) they propose to perform the static load testing. Upon completion of the test, the Contractor shall submit to the Contracting Officer two original certifications of the static load test results together with a certification that the static load tests were performed by the same engineer(s) or architect(s) whose certified credentials were previously submitted. The Contracting Officer will submit on original certification to Geniodife.
- c. Other tests. In addition to the certifications listed above, the Contractor shall comply with all other certifications and testing required by Italian Law. The Contractor is also responsible for all permits required by Italian law (See contract clause USEUCOM 252.236-9900 entitled Permits and Responsibilities (1984-E)). The Contractor shall

submit to the Contracting Officer two originals of each certification required by Italian Law. Such certifications may include but not be limited by the following as applicable to the project:

- (1) Certificate of compliance of electrical systems in accordance with CEI regulations and with DPR 547 of 27 April 1995 on accident prevention.
- (2) Certificate of compliance of heating systems above 100,000 Kcal/hr in accordance with Italian Law 373 of 30 April 1976.
- (3) Certificate of fire prevention compliance in accordance with DM 16 February 1982 and DM 8 March 1985.
- (4) Certificate of passenger and freight elevators tests in accordance with Italian Law 1415 of 24 October 1942.
- (5) Certificate that all work complies with E.C. Law No. 46 of 5 March 1990, which provides minimum standards of all technical systems in buildings.

(End of Clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.000-4086 STR-32 INSURANCE (ADDITIONAL INFORMATION) ITALY

Pursuant to contract clause FAR 52.228-5, Section 00 70 00, Insurance - work on a Government Installation, the following are the kinds and minimum amounts of insurance that are required for performance of this contract.

- a. Employee and third party bodily injury (in addition to the mandatory Contractor's country social insurance).

Per Person:	Euro	258,228.450
Per Occurrence:	Euro	516,456.8991

- b. Third Party Property Damage:

Per Occurrence:	Euro	258,228.450
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- c. Vehicle Liability Insurance in accordance with the mandatory requirements of the Contractor's country.

Insurance policies may be denominated in other than the currency of the Contractor's country provided the amount is equivalent to those stated above and the insurance policies are valid in the country where the work is to be preformed.

(End of Clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.000-4087 COMPLIANCE WITH HOST NATION LABOR LAWS, RELATIONS AND STANDARDS (ADDITIONAL INFORMATION) ITALY

- a. The Contractor shall be responsible for complying with any and all Italian labor laws, relations and standards in effect or which shall come into effect during the term of this contract. Such compliance shall pertain to: hours of work, wages, salaries, working conditions, labor relations (including collective bargaining, union agreements, etc.), particular workmen's compensation, social security contributions for all categories of dependents and professionals.

b. Furthermore the Contractor shall safeguard his firm with additional insurance against the risks of monetary recoupment by Italian authorities and workers for accidents, injuries or deaths which are imputable to the Contractor for failure to observe required safety practices and/or any requirement of paragraph a. above.

c. The Contractor shall be totally responsible and shall save harmless the U.S. Government from any and all disputes, claims, or grievances initiated by employees or third parties because of failure to comply with this special contract requirement.

d. With signature of the offer, the Contractor warrants that the proposed price(s) include all costs in effect or which shall come into effect during the term of the contract for compliance with Italian labor laws, relations, and standards and also for all responsibilities and risks as indicated herein.

(End of Clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.000-4088 NON APPLICABILITY OF ITALIAN CIVIL CODES

The undersigned contractor, having seen and completely knowledgeable of the contents of the solicitation and eventual contract, in all of its parts, hereby renounces to any and all rights afforded to him by articles 1664, 1467 and 1673. The renouncement is made on his own free will without having received influence of any kin, from any third parties, including the contracting officer. The contractual price includes adequate monetary compensation for this renouncement. I hereby certify to have read and understood all terms, conditions and clauses of this contract and hereby approve them in their entirety.

Name of Contractor: \_\_\_\_\_

Position of Agent: \_\_\_\_\_

Signature of Agent: \_\_\_\_\_

### NON WORK DAYS (ITALY)

Unless otherwise approved by the Contracting Officer, work shall not be performed at the on-base site of work on the following Italian or U.S. holidays (including other base closure days).

Regular working days as used herein mean Monday through Friday, from 0800 to 1700 hours, of each week with exception of established Italian or U.S. holidays or any other day proclaimed an official holiday by either Government.

(1) Italian Holidays:

1 January                      New Year's Day

6 January	Epiphany
Monday following Easter	Easter Monday
25 April	Liberation Day
1 May	May Day
15 August	Assumption Day
1 November	All Saints Day
8 December	Immaculate Conception
25 December	Christmas Day
26 December	St. Stephen's Day

## (2) U.S. Holidays:

1 January *	New Year's Day
3rd Monday in January	Martin Luther King Jr. Birthday
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
4th of July *	Independence Day
1st Monday in September	Labor Day
2nd Monday in October	Columbus Day
11 November *	Veteran's Day
4th Thursday in November	Thanksgiving Day
25 December *	Christmas Day

\* When a U.S. holiday is on a Saturday, the preceding Friday will be the U.S. holiday. When the holiday is on a Sunday, the following Monday will be a U.S. holiday. If delivery is scheduled for a proclaimed holiday, delivery will be made on the next regular workday.

## CLAUSES INCORPORATED BY FULL TEXT

**52.000-4091 Compliance with Italian Decree DPR 554/99, as amended by Article 2 of DPR 412/00 (2009).**

All offerors must demonstrate compliance with DPR 554/99, notably Article 75, as amended by DPR 412/00, Article 2 and compliance with Article 38 of DPR 163/06 within the timelines specified by the contracting officer. Offerors will:

- a) self certify the non-existence of the situations at Art. 75 of DPR 554/99 as amended by Art. 2 of DPR 412/00 and Article 38 of DPR 163/06. and
- b) comply by providing a “Certificato d’ Iscrizione al Casellario Giudiziale” for each member of the company and a “Documento Unico di Regolarità Contributiva” pursuant to Art. 2 of Legislative Decree n.210/2002 converted into law n. 266/2002.

(End of Clause)

## CLAUSES INCORPORATED BY FULL TEXT

52.000-4101

## Additional Safety Requirements for Projects in Italy (APR 2009)

“Contractor” is defined in this clause as having the meaning of the “Awarded Company” pursuant to Article 89(i) of Law 81/2008.

1. This contract is design-build in nature. Under this contract, the contractor is both the designer and the construction contractor and is the designer of record. The Government will provide the contractor with a partial design or a scope of work. The contractor will be responsible for fully designing the work or completing the design in accordance with all Italian legal requirements.

2. The contractor will be responsible for complying with the design safety and coordination plan (piano di sicurezza e di coordinamento) (PSC) requirements of Italian Law 81/2008, as amended.

In the case of projects and awarded task orders/contracts meeting the thresholds established in the law, the contractor is appointed as the Works Manager (il responsabile dei lavori) for the design phase of the project. This includes the requirement to designate a qualified design safety coordinator (coordinatore per la progettazione) and the preparation of a risk analysis/ design safety plan (il piano di sicurezza e di coordinamento) (PSC) meeting the requirements of the law. The risk analysis/ safety and coordination plan (PSC) must be submitted to the Government for review and prior to any construction work commencing on the project.

3. The contractor is responsible for conformance to the requirements of Italian law, including Law 81/2008, as amended, relating to construction safety.

In the case of projects and awarded task orders/contracts meeting the thresholds established in Law 81/2008, as amended, the contractor must comply with all aspects of Law 81, including and not limited to Articles 89 and 97. The contractor must prepare the operative safety plan during construction (piano operativo di sicurezza) (POS) and oversee safety at the site and the application and regulation of the safety and coordination plan (POS). An Independent Construction Safety Coordinator (coordinatore indipendente per l'esecuzione), shall perform the duties specified in the law 81 during the construction phase of work. The contractor must take direction from the Independent Construction Safety Coordinator during Construction regarding inspections, implementation, integration, and updating of the PSC and POS during actual progress of the work. The contractor is not permitted to begin construction work until after receipt of the Construction Phase Notice to Proceed (CNTTP).

4. The contractor is responsible for demonstrating its technical and professional capabilities and to submit this documentation to the Contracting Officer Representative (COR) prior to receiving the Construction Notice To Proceed (CNTTP), pursuant to Article 89 of Law 81/2008. This includes the documentation required by Article 90, paragraph 9b and Attachment XVII of Law No. 81/2008. The contractor is responsible for verifying the technical and professional capabilities of all subcontractors in accordance with Law 81/2008.

4. The requirements of this clause are in addition to other safety requirements in this contract, including compliance with the latest version of the requirements of EM 385-1-1, including the requirement for a distinct, full-time Site Safety and Health Officer.

6. The costs for compliance with the requirements of this clause shall be included in contract price. There will not be a separate line item for these costs; the cost should be treated as overhead expense and distributed accordingly in lump sum, coefficients, or unit prices.

(End of Clause)

52.000-4133 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – COUNTRIES WITH WAIVERS (JUNE 2014)

- (a) This clause supplements FAR Clause 52.228-3. The Department of Labor has waived application of the Defense Base Act (DBA) for performance of work by employees other than U.S. citizens and employees recruited in the U.S. in the following countries:

- (1) Belgium
- (2) France
- (3) Germany
- (4) Greenland
- (5) Guam
- (6) India
- (7) Israel
- (8) Italy
- (9) Japan
- (10) Kazakhstan
- (11) Korea, South
- (12) Netherlands
- (13) Queensland, Australia
- (14) Russia
- (15) Spain
- (16) Switzerland
- (17) Turkey
- (18) Uzbekistan

Accordingly, this clause applies to work performed by U.S. citizens, employees recruited in the U.S. and also to work by any employee performed in a country for which a Defense Base Act waiver is not in place.

The Department of Labor (DOL) has approved multiple insurance carriers which promote a competitive market environment. Therefore, contractors shall obtain commercially available DBA insurance from a DOL authorized insurance carrier unless the contractor is under a self insurance program approved by the DOL or subject to a waiver. The DOL approved carriers and self insured employers are available at <http://www.dol.gov/owcp/dlhwc/lscarrrier.htm>.

- (b) The contractor agrees to insert a clause substantially the same as this one in all subcontracts to which DBA is applicable. Subcontractors shall be required to insert a similar clause in any of their subcontracts subject to the DBA.

End of Clause

## CLAUSES INCORPORATED BY FULL TEXT

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.209-4002 El Registro Oficial de Contratistas—Spain

In accordance with the legislation established for contracting in public works projects in Spain, all contractors and subcontractors must provide a valid and official Certificate of Registration detailing the classification and value of work that the contractor may perform, as issued by the Junta Consultiva de Contratación of the Ministerio de Economía y Hacienda, per individual task order project.

\*\*\* Each task order Request for Proposal will detail the Grupo, Subgrupo, and Categoría required for the particular scope of work. The Certificate must be current and valid throughout the performance of the task order. \*\*\*

(End of clause)

### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **7** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **to be determined at the task order level**.

\* The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of to be determined at the task order level for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination



clause.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price (FFP) Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **contract award** through **expiration of contract**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1,000€**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **5,000,000€**;

(2) Any order for a combination of items in excess of **5,000,000€** ; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **14** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the completion date of the individual task order**.

(End of clause)

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days: provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause--

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

### 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(a) Definitions. As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means--

- (1) Any item of supply (including construction material) that is--
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation. (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate--

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.



(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting. (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.222-4001 – Permit from the Italian Inspectorate of Labor (May 2009)

Prior to the date set for commencement of work and services under this contract, the Contractor shall obtain the prescribed permit from Inspectorate of Labor having jurisdiction over the work site, in accordance with Article 5g of Italian Law 1369, dated October 23, 1960. The Contractor shall ensure that a copy of the permit is available at all reasonable times for inspection by the Contracting Officer or an authorized representative. Failure to obtain such permit may result in termination of the contract at the convenience of the United States Government, at no cost to the United States Government

At a minimum, the permit shall state that the Inspectorate of Labor, having examined the Law 1369 and having examined the company's request for authorization required by Article 5 of Law 1369 to be determined exempt from the provisions of Article 3 or Law 1369, for the performance of services being contracted for by the U.S Army Corps of Engineers, has determined that the contract services are included in those listed as exempt under paragraph g of Article 5 of Law 1369. The permit shall state that the Inspectorate of Labor has ascertained that the company assigns its personnel to various enterprises at the same time, and they are not solely employed under contract with the U.S Government.

The permit shall conclude by stating that as a result of the findings described above, the Inspector of Labor hereby authorizes exclusion from the provisions of Article 3 of Law 1369 for the performance of (description of) services performed at (list location). The permit shall state that the company will be provided the original permit, with a copy to the U.S. Army Corps of Engineers and that the company permits shall be maintained at all times at the place of business and shall be made available upon request to the inspector of the Inspectorates of Labor. The permit shall state that it will remain in effect so long as the conditions described above remain unchanged, and that upon renewal of the contract, the company will advise the Inspectorate of Labor.

(End of Clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.225-4002 Anti- Mafia Law Italy (2010)

## 1. Pre-Award Effect of Anti-Mafia Procedure:

Inasmuch as the work of this solicitation is to be performed on land owned by the Italian State, the prospective contractor will be subject to Italian Law No. 646, of 13 September 1982, and subsequent integration and amendments, including Law 252/98. The solicitation data will be made available only to firms that meet the submittal requirements described in paragraph below. As much, in the event that prior to award any disciplinary actions or proceedings for Mafia related matters exist against the apparent low bidder or potential awardee, no award will be made to said offeror/bidder.

## 2. Termination Under Italian Law No. 646 (Anti-Mafia):

If during the life of this contract, any proceeding or disciplinary actions contemplated by Italian Law No. 646 of 13 September 1982 (and subsequent amendments and integration) is undertaken against any component of the Contractor or any Subcontractor, the Government can consider this a failure to execute the work and terminate the Contractor's right to proceed with the work under the "DEFAULT" clause of this contract.

## 3. Application of Italian Law No. 646 (Anti-Mafia) To Subcontractors:

In addition to the requirement in the "Subcontractors" clause if applicable to this contract, before the Contracting Officer can consent to any Subcontractors, the Contractor will be required to certify to the Contracting Officer that no disciplinary actions or proceedings for Mafia related matters exist against such Subcontractors.

4. **Submittal Requirements:** The offerors are required to submit the following with their proposal:

(a) An original copy, un-expired and not older than two months at the time of bid opening or closing date for receipt of proposals, of the Chamber of Commerce Certificate of Membership (Certificato di Iscrizione alla Camera di Commercio). The Certificate must include the statement transcribed below, required by art. 9 and of the D.P.R. no. 252 dated 3 June 1998: "Nulla osta ai fini dell'articolo 10 della Legge 31 Maggio 1965 n. 575, e successive modificazioni. La presente certificazione e' emessa dalla CCIAA utilizzando il collegamento telematico con il sistema informativo utilizzato dalla Prefettura di Roma."

(b) Original copies, un-expired and not older than one month at the time of the bid opening, of the Family Status and Residency Certificates of each and every member of the firm, as listed in the Chamber of Commerce Certificate of Membership (per Decreto Legislativo no. 490 of 8 Aug. 1994, published in the Gazzetta Ufficiale no. 186 of Aug. 10 1994).

(End of Clause)

MANDATORY INSURANCE COVERAGE (SPAIN) OFFICE OF DEFENSE COOPERATION (52.228-4001)

(1) Prior to commencement of the work, the contractor shall furnish to the Contracting Officer a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below: (The Contracting Officer shall insert here the appropriate amount of desired coverage, i.e. service contract or construction contract general levels. or amounts established based on risks involved in a particular

contract. The amount of coverage may be expressed in pesetas at the rate of exchange current as of the date of award of the contract.)

Type of insurance per person	Coverage accident	Coverage per damage	Property
Comprehensive General Liability..	\$300,000	\$1,000,000	\$100,000

The policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payments under the policy."

The certificate of all policies shall provide for notice of cancellation to the contracting Officer and the certificates shall indicate that the above provision has been included.

In the event the insurance policy of the contractor also covers all of the contractor's subcontractors and their employees that shall work on the contract, such fact shall be stated in the contractor's certificate of insurance furnished to the Contracting Officer. In the event such statement is not contained in the contractor's certificate, then, before the commencement of work by any subcontractor, the contractor shall furnish a certificate of insurance, similar to that provided by the contractor for itself, as evidence that the subcontractor has insurance that complies with the requirements contained herein.

Insurance policies required above shall be taken out with Spanish insurance companies or with United States companies legally authorized to conduct this type of business in Spain. Such policies will conform to Spanish law and regulations and will meet the following requirements:

Contain provisions requiring submission to Spanish law and jurisdiction of any problem that may arise in regard to the interpretation or application of the clauses and conditions of the policy.  
Contain provisions authorizing the insurance company, as subrogee of the insured entity, to attend to directly and to assume, with respect to any person damaged, the legal consequence arising from the occurrence of such damages.  
Not contain any deductible amount or similar limitation.  
Not contain any provisions requiring submission to any type of arbitration.

(End of clause)

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

#### 52.233-4001 CHOICE OF LAW – OVERSEAS (ITALY)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is to be performed and agrees to accept the exclusive

jurisdiction of the Armed Service Board of Contract Appeals and the United States Claims Court for the hearing and determination of any and all disputes that may arise under the Dispute Clause.

Traduzione: Scelta della Giurisdizione

Il presente contratto sara' interpretato ai sensi della legge vigente negli Stati Uniti d'America. Con il perfezionamento del presente contratto, il contraente dichiara espressamente di rinunciare al diritto di invocare la giurisdizione delle autorita' giudiziarie del luogo ove il contratto stesso deve essere eseguito ed dichiara inoltre di accettare la giurisdizione esclusiva del Armed Service Board of Contract Appeals e del Claims Court degli Stati Uniti per l'esame e la determinazione delle controversie che dovessero sorgere ai sensi della Clausola sulle Controversie.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.farsite.hill.af.mil](http://www.farsite.hill.af.mil)

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (iii) Company physical street address, city, state and Zip Code.
  - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
  - (v) Company telephone number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.
- (End of Provision)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS**ATTACHMENTS:**

Attachment 1 Experience Overview Sheet

Attachment 2 Experience Info Sheet

Attachment 3 Past-Performance Client Form

Attachment 4 Pricing Schedule

Bank Letter of Guarantee EXAMPLE

Bank Letter of Assurance EXAMPLE

Letter of Commitment EXAMPLE

SOA Categories for Italy

**EXHIBITS:**

Exhibit 1 DoDEA Europe Locations and Data

Exhibit 2 Audit Report SAMPLE

Exhibit 3 Inspection Report SAMPLE

Exhibit 4 Equipment Certification SAMPLE

Exhibit 5 HIC Test Report SAMPLE

**SPECIFICATIONS:**

00 73 15	General Conditions
00 73 15.15	Time Extensions for Unusually Severe Weather
00 73 16.02	Special Conditions for Projects in Italy
00 73 16.04	Special Conditions for Projects in Turkey
01 32 01.00 10	Project Schedule
01 33 00	Submittal Procedures
01 35 26	Safety and Occupational Health Requirements
01 35 26.10	Additional Safety and Occupational Health Requirements for Projects in the European Union
00 35 26.15	Additional Safety and Occupational Health Requirements for Projects in Italy
01 45 01	USACE Quality Control
01 45 01.10	USACE QUALITY CONTROL SYSTEM (QCS)
02 41 00	Demolition
	Construction Signs Deutsch
	Construction Signs
	Public Playground Safety Handbook – CPSC 325
31 00 00	Earthwork
32 18 16.13	Playground Protective Surfacing



32 31 00      Fencing and Gates

## CLAUSES INCORPORATED BY FULL TEXT

52.000-4103      DISCLOSURE OF LOBBYING ACTIVITIES  
OMB 0348-0046

Approved by

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 3152. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department Transportation, US Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503. (See Attachment A-6 below)

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-7	Information Regarding Responsibility Matters	JUL 2013
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

## (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

#### 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238990.

(2) The small business size standard is N/A.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(        ) Paragraph (d) applies.

( ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
  - (A) Basic.
  - (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).



(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (OCT 2015)

(a) Definitions. As used in this provision--

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sbn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTION TO OFFERORS**SECTION L****INSTRUCTIONS TO OFFERORS**

**1. DEFENSE BASE ACT INSURANCE REQUIREMENT** - The requirement procedures for Defense Base Act (DBA) is located in the contract clause 52.000-4133 – WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – COUNTRIES WITH WAIVERS (JANUARY 2014).

**2. REQUESTS FOR INFORMATION**

Questions shall be submitted no later than **12 December 2016 at 1400hrs** to allow the Government adequate response time. Questions submitted after this date will be answered at the discretion of the Contracting Officer. For any questions concerning the solicitation or preparation of your proposal, you may contact the contract specialist and the Contracting Officer via email at [robert.e.corkrum@usace.army.mil](mailto:robert.e.corkrum@usace.army.mil) and [jeffrey.j.harrington@usace.army.mil](mailto:jeffrey.j.harrington@usace.army.mil). All questions must be submitted in writing. No questions will be acknowledged or answered verbally.

**L.1 DEFINITION**

One contract shall result from this solicitation. This is an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract to provide inspections, repair and maintenance, and minor construction services of playgrounds for all U. S. Forces Facilities and customers within the geographical jurisdictions of US Army Europe Command, with the majority of the work in support of US Army Europe within the Germany, Belgium, Spain, Italy, Netherlands, and Turkey. Proposals are sought from firms with recognized expertise in children's playground with innovative and creative play design. The intent is to award one contract to an Offeror capable of design, supervision for and installation and supply of equipment for playgrounds and sportsfields. Suppliers must have the capability to recommend and design appropriate play systems/ provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection for the equipment. Playground equipment requiring assembly and installation shall be by certified installers for the proposed equipment. Offerors shall submit prices for all line items, for the base three year period and two option periods of one year each.

**L.2 SOLICITATION FACTORS**

The solicitation requires information for three technical factors and a price factor listed below:

**NON-COST (TECHNICAL) FACTORS:**

FACTOR 1 - Experience

FACTOR 2 - Past Performance

FACTOR 3 - Management Approach

**COST FACTOR:**

FACTOR 4 – PRICE

### L.3 BASIC PROPOSAL SUBMISSION REQUIREMENTS

**L.3.1** The Government will not make assumptions concerning intent, capabilities, or experiences. Clear identification of proposal details shall be the sole responsibility of the Offeror. The Government may reject incomplete proposals after initial evaluation without further consideration. Therefore, the proposal shall meet the following basic requirements.

- a. The Proposal shall be typed and submitted in English and easy to read.
- b. Proposals shall be organized, concise, and submitted in the volumes and in the order indicated below. Volumes shall be clearly identified and tabbed. Each factor and sub-factor (if applicable) shall be described in a separate tabbed section.
- c. Proposals must be sent in two (2) separate volumes. Each volume shall be contained within a separate binder. Each volume shall be identified by the solicitation number, volume number, and name, address, and telephone number of the prime Offeror on the cover. Each volume shall contain a Table of Contents and include at the bottom left side of each page the volume and page number.
- d. Offerors shall verify that the information for all forms submitted are current, correct and complete including names of the points of contact, email address, fax number, and telephone number.
- e. Pricing Schedule(s), Volume II, shall be completed in full, including all option periods and Non-Pre Priced (NPP) coefficients.
- f. Offerors shall submit a CD copy of each proposal Volume.
- g. Offerors shall submit a signed Offer, Standard Form 33, in Volume 2 for this solicitation including verification of all amendments received.
- h. Offerors are reminded that elaborate corporate marketing information, formatting, special reproduction techniques, et al are not necessary. Proposals shall completely and adequately address the requirements of this solicitation.
- i. If additional information is provided it shall be in regard to the solicitation requirements, only.
- j. Contractors are cautioned against submitting conditional proposals. All questions and concerns shall be addressed to the Contracting Officer.
- k. Proposal Expenses and Pre-Contract Costs: The Request for Proposal (RFP) solicitation does not commit the Government to pay any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation. Also, the Government will not be responsible for costs associated with preparing proposals for individual task orders.
- l. The successful offeror's proposal will become part of the contract to the extent it does not conflict with the solicitation or provides a betterment.

### L.3.2 Joint Ventures

An Offeror that is part of a Joint Venture must submit a legally binding joint venture agreement. The Government will not evaluate the capability of any offerors that are not included in the Joint Venture agreement. Joint Ventures must include a copy of the legal joint venture agreement signed by an authorized officer from each of the firms comprising the Joint Venture with the chief executive of each entity identified and must be translated into English, if the original agreement is in a language other than English.

If submitting a proposal as a Joint Venture, the experience, past performance, and management approach of each of the Joint Venture Partners can be submitted for the Joint Venture Entity. The experience for each Joint Venture Partner will be considered the experience of the Joint Venture entity. Joint ventures shall submit the following additional documentation regarding their business entities:

- a. A copy of their Joint Venture agreement in English.
- b. A detailed statement outlining the following in terms of percentages, where appropriate.
  - a. The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.
  - b. The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.
  - c. The structure of the joint venture and decision-ranking responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.
  - d. The bonding responsibilities of the joint venture parties.
  - e. Identification of the key personnel having authority to legally bind the joint venture to subcontracts and state who will provide or contract for the labor and materials for the joint venture.
  - f. Identification of party maintaining the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the joint venture.
  - g. Identification of party furnishing the facilities, such as office supplies and telephone service.
  - h. Identification of party having overall control of the joint venture.

Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture parties and identify the party, or hired as employees of the joint venture.

If one of the joint venture parties possesses relevant experience and/or past performance, the experience and/or past performance of that firm will be considered as the experience and/or past performance of the joint venture.

A complete and legally binding document with all the information required under this section titled "Joint Ventures" shall be included.

**\*\*\* All members of the Joint Venture shall sign the SF 33.**

#### **L.3.3 Key Subcontractors.**

If an Offeror wishes to be credited with the experience of a Key Subcontractor a letter of commitment signed by the Key Subcontractor AND the prime contractor shall be submitted. The commitment letter shall be submitted even if the firm is in some way related to the prime contractor (for example, the Key Subcontractor is a subsidiary of the prime contractor, or a subsidiary of a firm to which the the prime contractor is also a subsidiary). If a letter of commitment is not submitted, the experience will not be considered. Include this information as part of Volume I (See Sample Letter of Commitment).

#### **L.4 INSTRUCTIONS, CONDITIONS & NOTICES TO OFFERORS**

**L.4.1** Proposals shall be received at the following address by the date and time indicated on the Solicitation Standard Form 33:

U.S. Army Corps of Engineer – Europe District  
Contracting Division (CENAU-CT)  
Attn: Robert Corkrum  
CMR 410 Box 7, APO AE 09049  
7<sup>th</sup> Floor, Room 711A  
Konrad-Adenauer Ring 39  
D-65187 Wiesbaden Germany

**L.4.2** Proposals shall be submitted in the following format:

<u>Proposal Package</u>	<u>ORIGINAL</u>	<u>COPIES</u>	<u>CD</u>
<b>VOLUME 1 – TECHNICAL PROPOSAL</b>	<b>1</b>	<b>1</b>	<b>1</b>
FACTOR 1 - Experience			
FACTOR 2 - Past Performance			
FACTOR 3 - Management Approach			
This volume shall also include the following:			
Letters of Commitment for Subcontractors			
Joint Venture Agreement (if applicable)			
<b>VOLUME 2 - PRICE PROPOSAL</b>	<b>1</b>	<b>0</b>	<b>1</b>
FACTOR 4 - Price			

This volume shall also include the information requested in paragraph EVALUATION FACTORS FOR AWARD, PROPOSAL FORMAT – VOLUME 2.

### L.4.3 Proposal Format - Volume 1

Proposals shall be submitted in the following format:

#### Phase I Proposal:

1. Volume I - Factor One (1) – Experience, Factor Two (2) – Past Performance; Factor Three (3) – Management Approach; This shall include the following (If applicable): Letter(s) of Commitment, Joint Venture Agreement
2. Volume II – Price/Administrative Proposal, Factor Five (4) – Price Submit BLA with Price Schedule; This volume shall include the information as detailed in “PROPOSAL FORMAT FOR PHASE I, VOLUME II,” below.

1. The U.S. Army Aviation and Missile Research Development and Engineering Center Safe Access File Exchange (AMRDEC SAFE)

Proposals shall be submitted utilizing the AMRDEC SAFE Application, <https://safe.amrdec.army.mil/safe>. The AMRDEC SAFE Application is used to send large files to individuals that would normally be too large to send via email. There are no user accounts for SAFE. Authentication is handled via email. Anyone has access to SAFE, and the application is available for use by anyone.

- a. The AMRDEC SAFE application can be accessed via <https://safe.amrdec.army.mil/safe>.
- b. There are two options to proceed from the SAFE homepage:
  - **Proceed as Guest** - Select this option if you do not have a CAC.
- c. After selecting one of the options above, the page will be redirected to the package upload form. Fill in all the required input fields:
  - **Your Name** - Your name;
  - **Your Email address** - Your email address;
  - **Confirm Your Email Address** - Re-enter your email address;
  - **Description of File(s)** - Enter W912GB17R0009-COMPANY NAME:
  - **File(s)** - Click the "Browse" button to select your file(s). You may add up to 25 files per package, so long as the total file size does not exceed 2GB;
    - File names shall be titled:
      1. *W912GB17R0009 – Company Name- Volume I*
      2. *W912GB17R0009 – Company Name – Volume II*
  - Deletion Date - Select the Maximum date for the package to be deleted from SAFE. The maximum (which is also the default) is two weeks (14 days) from today;
  - Provide an email address to give access to – Enter---- [robert.e.corkrum@usace.army.mil](mailto:robert.e.corkrum@usace.army.mil) and [jeffrey.harrington@usace.army.mil](mailto:jeffrey.harrington@usace.army.mil)
  - Grant access to these people - This is the list of people you have granted access to the

- package. To remove a recipient, highlight their name and click the "Remove" button;
  - Caveats - Default is "None";
  - Encrypt email message when possible - Attempt to encrypt the package's notification email to each recipient;
  - Notify me when files are downloaded - You (the sender) will receive a notification via email when a recipient downloads the package;
  - Require CAC for pickup - Require the recipient to be logged in with a valid US DoD-issued CAC to download the file(s). Recipients without a CAC will not be able to download the package.
- d. Clicking the "Submit" button will upload the files and submit the package. Guest users will need to check their email to verify their email address before the recipients will be notified. No additional action is required by CAC users.
- e. After the package has been uploaded (and verified, if proceeding as a guest), each recipient will receive a link to the package download page as well as a password. These passwords are unique for each recipient (not the package), and will be disabled once SAFE detects that the user successfully downloaded each file within the package. Forwarding recipient and sender notification emails to anyone except the AMRDEC WEB Team is strictly forbidden.

Proposal submission shall be submitted via AMRDEC by the date and time indicated on the SF 1442, or as amended. No facsimiles or regular e-mail submissions of proposals, with the exception of Attachment Three (3), Past Performance Questionnaires, are permitted:

Proposal Receipt Confirmation Points of Contact:

E-mail: [robert.e.corkrum@usace.army.mil](mailto:robert.e.corkrum@usace.army.mil)  
Telephone: +49(0)611-9744-2235

E-mail: [jeffrey.j.harrington@usace.army.mil](mailto:jeffrey.j.harrington@usace.army.mil)  
Telephone: +49(0)611-9744-2660

## **PROPOSAL FORMAT FOR PHASE I**

When the word 'Offeror' is encountered throughout this Section, it is intended to mean a company seeking to do business with the Government that submits a proposal in response to this solicitation. When the word "Government" is encountered throughout this Section, it is intended to mean U.S. Army Corps of Engineers.

### **L.4.3.1 FACTOR 1 – EXPERIENCE**

#### ***Submission Requirements:***

Offerors shall submit two attachments, Attachment 1, Experience Overview Sheet and Attachment 2, Experience Information Sheet detailing previous work experience projects meeting the requirements of this solicitation.

1. Information for completing Attachment 1 and Attachment 2:



- a. Offerors shall complete an Experience Overview Sheet, Attachment 1, with a total listing not-to-exceed five (5) projects that best represent the Offeror's work experience required on this solicitation. Projects must be performed within the last six (6) years from the date of this solicitation or currently being performed if at least 50% complete, as of the date of this solicitation. If more than five projects are submitted, only the first five projects will be evaluated. If the project is older than 6 years, it may be considered less relevant.
  - b. Offerors shall provide an Experience Information Sheet, Attachment 2, for each project listed on Attachment 1, Experience Overview Sheet.
2. Projects provided for experience should demonstrate the experience in managing multiple projects performed simultaneously. Projects also should show experience in performance in the Germany, Belgium, Spain, Italy, Netherlands, and Turkey; and include the elements listed below. Projects should demonstrate experience in:

Offerors are encouraged to submit a combination of projects demonstrating experience with as many relevant characteristics as possible.

- a. Playground preventative maintenance inspections;
  - b. Playground Safety Audits in accordance with CPSC, ABA, and ADA requirements;
  - c. On-call playground repair services; and,
  - d. New installation of playgrounds.
3. If a Key Subcontractor's experience is submitted for evaluation purposes, clearly address the experience with those Key Subcontractors. If a Joint Venture, clearly address the experience of each of the Joint Venture Partners and the relationship of the JV partners on any ongoing or previous projects. The proposal may receive a higher rating if the proposal contains evidence of the Joint Venture Entity or the Prime and Key subcontractor working successfully together on relevant previous projects.

NOTE: The prime contractor must have performed at least 3 of the 5 projects submitted for experience. This aspect of Experience is a pass/fail element. Offerors must submit at least 3 projects that were performed as the prime (i.e. the offeror). In case of a Joint Venture, the work must have been performed by at least one of the JV partners. Offerors who do not meet this minimum requirement are not eligible for award. Offerors who do not meet this requirement are not eligible for award.

#### **L.4.3.2 FACTOR 2 - PAST PERFORMANCE**

##### ***Submission Requirements:***

The Past Performance Questionnaire (PPQ), Attachment 3, included in the solicitation is provided for the Offeror or its team members to submit to the client for each project the Offeror includes in its proposal for Factor 1, Experience. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before the proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ (Attachment 3), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Robert Corkrum via email at

[robert.e.corkrum@usace.army.mil](mailto:robert.e.corkrum@usace.army.mil) and [cenau.proposal@usace.army.mil](mailto:cenau.proposal@usace.army.mil) prior to proposal closing date.

**Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.** However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Offerors may provide a completed Department of Defense, DD2626 form or a Contractor Performance Assessment Report System (CPARS), in lieu of Attachment 3. CPARS evaluations and DD2626s shall be signed by all designated authorities for consideration of evaluation.

Offerors may also include performance recognition documents received within the last six (6) years, such as awards, award fee determinations, customer letters of commendation, commercial and foreign government evaluations and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, JV, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror and the government is under no obligation to check other sources.

#### **L.4.3.3 FACTOR 3 - MANAGEMENT APPROACH**

##### ***Submission Requirements:***

***NOTE: Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will not be evaluated by the Government.***

The Offeror shall submit a graphical description (an organization chart) of its planned organization structure for successful execution of the contract. There is a limit of thirty (30) single spaced typed pages (A4 or letter size), using at a minimum a 12 pitch font, front and back equal two pages. If more than 30 pages are submitted, only the first 30 pages will be reviewed and evaluated. The organization chart, resumes, and letters of commitment are not considered part of the 30 pages. The Management Approach shall include the following:

1. An organization chart (graph) that shows: a) lines of authority and communication for the execution of the contract; b) clearly shows the lines of authority of the Offeror's Program Manager, Project Manager, Certified Playground Safety Inspector, c) the organization chart shall also include all JV Partners and Key Subcontractors, when applicable; and d) the chart shall identify all offices involved in this contract from the Offeror's Headquarters to the Offeror's site office(s), and how they are related; all positions shall be identified on the organization chart by title, organization, and physical location. The Project Manager, or the on-site person that communicates with the U.S. Government if the PM is not on-site, and any

- other personnel authorized to communicate directly with the U.S. Government shall be clearly identified.
2. A narrative description of the organization structure including roles, major responsibilities, and authorities of all JV Partners, Key Subcontractors, and key personnel shall be described. The position titles used in the narrative must match those used in the organization chart. Offerors are encouraged to become familiar with personnel requirements located in specification Sections 01 45 01 USACE Quality Control; 01 35 26 Health and Occupational Safety Requirements; and 00 73 15 General Requirements.
  3. The Offeror's plan for management and start-up of five (5) task orders for inspections, and maintenance and repair activities, including mobilization to the site; prime staffing, and/or JV, Subcontractor, and letters of commitments from additional personnel required to meet the minimum standards of the contract; and in general, work that will be done by the prime and that to be accomplished by subcontractors.

#### **L.4.4 Proposal Format – Volume 2**

##### **Information to be provided in Volume 2:**

- a. Offerors shall submit a completed Section B (Schedule of Services and Rates), containing the Contractor determined Price.
- b. The Offer (SF 33) duly executed with an original signature by an official authorized to bind the company.
- c. Acknowledgement of all amendments to the solicitation in accordance with the instructions on the Standard form 30 (amendment form).
- d. Section K "Representations and Certifications" fully completed.
- e. For Joint Ventures, a complete and legally binding document with all the information required under the paragraph entitled "Joint Ventures".
- f. The name, address, telephone and facsimile numbers, e-mail addresses of the Point(s) of Contact with the authority to legally bind the Contractor.
- g. Name, Address, DUNS, CAGE, and TAX Identification Number of the Contractor submitting the proposal.

##### **L.4.4.1 FACTOR 4 – PRICE**

###### **1. Section B, Schedule of Services and Rates,**

- a. Offerors shall submit a completed SECTION B, SCHEDULE OF SERVICES AND RATES, PLAYGROUNDS, reflecting the Offeror's proposed price for all services, installation, and material for performing the contract work and shall be used to administer the contract. Prices shall be in Euros.

b. In addition to the hardcopy SECTION B, Offerors shall provide an excel format of SECTION B, SCHEDULE OF SERVICES AND RATES on a CD as part of the Price Proposal. **In the event of conflicts between the hard copy and the CD, the hard copy will prevail.**

c. All costs incidental to the performance of line items shall be considered **fully burdened rates**. Prices shall include all direct, indirect, general and administrative overhead and profit, including all costs associated with the line items but not limited to project management, oversight, quality control, safety, key personnel, and all labor (other than hourly rates), office materials and equipment, materials, and transportation, to provide services and materials complete in place, unless specified elsewhere in this section.

d. Offerors are encouraged to become familiar with Section B, Schedule of Services and Rates. Questions in regard to pricing should be directed immediately to the Contract Specialist or Contracting Officer.

## 2. Hourly Rates

The Offeror shall submit proposed hourly rates for all services indicated on the Schedule of Services and Rates for the base and option years. These line items shall be fully burdened rates and shall include any and all indirect costs anticipated for the installation of equipment.

## 3. Construction and Services Pricing

The Offeror shall submit prices for the construction and services items indicated on the Schedule of Services and Rates for the base and all option years. These line items shall be fully burdened rates and shall include any and all indirect costs required to provide the construction or services complete in place. Items for Construction are identified by a "C" preceeding the line item number such as, C1008.

## 4. Playground Equipment Price List, Discount, and Currency

### a. Equipment Price List

Offerors shall provide prices for the equipment shown on the "Equipment Price List" on the Schedule of Services and Rates for equipment described in the "Typical Equipment List Description". These items are equipment typically ordered by the government and shall be used to evaluate Offerors prices for equipment.

### b. Equipment Catalog Prices

Prices shall be for equipment similar in size as the equipment described. Prices shall be taken directly from the Offeror's annual schedule and/or catalog for equipment, which becomes part of the contract upon award, and is referred to in this solicitation as the "Equipment Catalog". The "Equipment Catalog" prices shall reflect all applicable discounts available to the Government, and that in no event shall exceed the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower. Offerors shall provide a page number and catalog number for each piece of equipment priced on the

“Equipment Price Listing”. For submission of catalogs for option and outlying years, see Section B.

c. Equipment Discount

The discount shall be a percentage which shall be a reduction from the “Equipment Catalog” prices, if applicable, indicated on the “Equipment Price List”. If no discount is offered, then enter NA for not applicable. The discount shall be calculated by multiplying the discount percentage to the “Price for Equipment”, then subtracting this product from the “Price for Equipment” which equals the “Equipment Total Price”.

Formula:

Price for Equipment - (Discount % x Price for Equipment, sum of price taken from catalog) = Equipment Total Price

€10,000 - (1% x €10,000) = **€9,900**

d. Currency

Values provided by the Offeror on the Section B, Schedule of Services and Rates, shall be in Euros. However, if equipment prices are in a currency other than Euros, Offerors shall indicate the currency on the “Equipment Price List”. Therefore, if the catalog is in dollars, then prices on the “Equipment Price List” shall be in dollars. The **Contracting Officer** will apply the daily currency exchange rate to the “Equipment Total Price”. This rate will be the daily rate based on the proposal due date. Rates will be established by accessing the Federal Reserve Statistical Release, Foreign Exchange Rates, updated weekly at the following link:

<http://www.federalreserve.gov/releases/h10/>. For exchange rate after award, see Section B.

e. Shipping

Shipping costs shall not be considered for this solicitation and are not required for the “Equipment Price List” or the Schedule of Services and Rates.

5. Design, Certified Equipment Installation, and Certification

The Offeror shall submit a proposed percentage for the Design Layout, Certified Equipment Installation, and Certification (DLCEIC), see Section B. This percentage shall constitute a fully burdened rate for all direct and indirect costs including profit, when applied to the total equipment price for each Task Order. It is the Offeror’s responsibility to determine what personnel are required to complete design layout, equipment delivery, certified installation of equipment, and playground certification. Travel is not included in the design percentage.

After award, cost for Design shall be calculated by multiplying the DLCEIC to the “Equipment Total Price”.

Formula:  
Equipment Total Price (DLCEIC % x Equipment Total Price, sum of prices taken from catalog and including reduction for discount) = Total Price for Design and Equipment

$$€9,900 + (7.5\% \times €9,900) = \underline{\underline{€10,642.50}}$$

6. To Be Negotiated Items

Offerors shall not provide any pricing data for line items that are to be negotiated per Task Order, labeled TBN on Section B, Schedule of Services and Rates.

CLAUSES INCORPORATED BY REFERENCE

52.211-6	Brand Name or Equal	AUG 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.237-1	Site Visit	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from
- U.S. Army Corps of Engineers – Europe District  
Contracting Division  
Attn: Contracting Officer  
CMR 410 Box 7, APO AE 09049  
7<sup>th</sup> Floor 721A  
Konrad-Adenauer Ring 39  
D-65187 Wiesbaden Germany

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

## Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD**SECTION M****EVALUATION AND BASIS FOR AWARD****M.1 BASIS FOR AWARD**

The Government intends to select the responsible Offeror whose proposal conforms to the solicitation and is determined to be the Best Value to the Government. Experience is significantly more important than Past Performance, Past Performance is significantly more important than Management Approach, and Management Approach is significantly more important than Design Capability, and when combined, the three Non-price factors are significantly more important than Price. Subject to the provisions contained in this solicitation, one award will be made to the Offeror who is deemed responsible in accordance with Federal Acquisition Regulation Subpart 9.1, whose offer conforms to the solicitation requirements, and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, represents the Best Value to the Government. The Government reserves the right to award to the Offeror with other than the lowest proposed price.

**M.2 DISCUSSIONS**

It is the Government's intent to award without discussions; however, in accordance with FAR Part 15, should discussions become necessary the Government reserves the right to hold them. If this occurs, a competitive range will be determined and Offerors notified in accordance with FAR 15.503.

**M.3 EVALUATION FACTORS FOR AWARD**

Evaluation Factors. IAW FAR 15.304, the following factors will be considered in evaluating the proposals.

Proposals will be evaluated on four (4) factors:

1. Experience
2. Past Performance
3. Management Approach
4. Price

**M.3.1 FACTOR 1 - EXPERIENCE*****Evaluation Criteria:***

1. The Government will evaluate the depth and the relevancy of the experience as submitted in the offeror's proposal in accordance with the following criteria:
  - a. Projects that demonstrate experience working in the Germany, Belgium, Spain, Italy, Netherlands, and Turkey will be considered more relevant.



- b. Experience managing multiple projects performed simultaneously.
  - c. Project examples that demonstrate experience working with proposed Key Subcontractors and/or the proposed JV Partners working together are considered more relevant.
2. Projects considered relevant shall be completed within the last six (6) years from the date of the solicitation or at least 50% complete by the date of this solicitation; performed in the Germany, Belgium, Spain, Italy, Netherlands, and Turkey; and include the following:
- a. Playground preventative maintenance inspections;
  - b. Playground Safety Audits in accordance with CPSC, ABA, and ADA requirements;
  - c. On-call playground repair services; and,
  - d. New installation of playgrounds.

Offerors demonstrating experience with multiple projects in multiple trades are considered more relevant. Projects older than 6 years may be considered but will be considered less relevant.

NOTE: The prime contractor must have performed at least 3 of the 5 projects submitted for experience as the prime. This aspect of Experience is a pass/fail element. In case of a Joint Venture, the work must have been performed by at least one of the JV partners. Offerors who do not meet that minimum requirement are not eligible for award. Offerors who do not meet this requirement are not eligible for award.

The adjectival ratings for FACTOR 1: EXPERIENCE are listed and defined below:

Technical Ratings	
ADJECTIVE	DEFINITION
OUTSTANDING	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is vlow.
GOOD	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
ACCEPTABLE	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
MARGINAL	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
UNACCEPTABLE	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

Technical Risk Ratings	
Adjectival Rating	Definition
Low	Has little potential to cause disruption of schedule, increase cost or degradation of performance. Normal contractor efforts and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Can potentially cause disruption of schedule, increase cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Is likely to cause significant disruption of schedule, increase cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

### **M.3.2 FACTOR 2 - PAST PERFORMANCE**

#### ***Evaluation Criteria:***

The Government will evaluate the Offeror's past performance to determine how relevant project work is, as described in Factor 1 Experience, for recent projects. The Government will evaluate the Offeror's performance to determine a confidence assessment of the Offeror's performance. With respect to relevancy, more relevant past performance will typically be a stronger predictor of future performance and have more influence on the past performance confidence assessment than past performance of lesser relevance.

Past Performance will be evaluated for projects completed in the last 6 years from the date of this solicitation or currently ongoing (at least 50% complete).

The Offeror's past performance will be evaluated based on performance on projects submitted under Factor 1 Experience, to include the past performance of any Subcontractors or JV partners whose projects the Offeror may have submitted. Proposals will be evaluated based on the information provided and any other Past Performance information obtained by the Government. Past performance will be evaluated in accordance with the following criteria:

- a. **Quality:** The degree to which the Offeror has complied with the contract requirements; met quality standards; was timely in regard to problem resolution without extensive customer guidance; and the shown effectiveness of his prior quality control program.
- b. **Schedule/Timeliness of Performance:** Whether the Offeror met contract completion dates including significant milestones and where schedules were exceeded, whether the Offeror identified valid justifications for the delays or if liquidated damages were assessed due to late delivery by the Offeror.

c. **Customer Satisfaction:** The degree to which end-users were satisfied with the project; whether the Offeror was reasonable and cooperative in regard to resolving disagreements; whether the Offeror was responsive and businesslike with concern for the customer, and whether the Offeror achieved customer satisfaction.

d. **Management Personnel/Labor:** Whether the Offeror used effective business practices for on-site management for subcontractors, suppliers, materials, and labor force. Whether and the extent to which the Offeror displayed an ability to hire and retain a qualified workforce; controlled government/ owner property when applicable; provided a workforce with the required expertise; successfully managed projects and easily assimilated and incorporated changes in requirements and priorities in response to the owner; and provided an effective overall management and control of projects and programs.

e. **Cost/Financial Management:** Whether the Offeror met the contract requirements by completing the project at the agreed to price and where not, the extent to which the Offeror was responsible for cost increases; whether the Offeror provided alternative methods that benefited the client; whether the Offeror submitted invoices timely with sufficient documentation to substantiate requested payment and avoided significant unexplained variances from the original price.

f. **Safety/Security:** The Offeror's prior record for maintaining an environment of safety, adherence to a safety plan, and compliance with safety requirements, including following safety regulations, housekeeping, and correcting noted deficiencies, as well as the Offeror's prior compliance with all security requirements and personnel security requirements when applicable.

1. The Government reserves the right to verify statements the Offeror makes regarding its past performance to determine whether they are substantiated.
2. The Government will consider past performance information in evaluating overall risk associated with a particular Offeror. When evaluating these criteria, the following will be taken into consideration for evaluation purposes:
  - a. The relevance of the past performance;
  - b. how recently the project submitted was performed;
  - c. trends in the Offeror's performance;
  - d. evaluations, letters of appreciation, and commendations from customers; and
  - e. positive and/or negative comments that impact evaluation of Offeror's past performance.
3. Unavailability of Past Performance Information: *IAW FAR 15.305(a)(2)(iv), in the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available; the Offeror may not be evaluated favorably or unfavorably on past performance.*
4. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor

Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, JV, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.

The adjectival ratings for FACTOR 2: PAST PERFORMANCE are listed and defined below:

Past Performance Relevancy Ratings:	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

<b>Performance Confidence Assessments</b>	
<b>Rating</b>	<b>Definition</b>
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.

### **M.3.3 FACTOR 3: MANAGEMENT APPROACH**

#### ***Evaluation Criteria:***

Proposals will be evaluated for reasonableness, risk, and logic and the extent to which the proposal illustrates a basic understanding of managing the contract. In performing the evaluation, the Government will evaluate the following:

4. Whether the proposal clearly delineates lines of authority, and communication with the Government, on the organizational chart (graph) organized in a precise and logical manner, including all offices involved with the management of the contract, including Key Subcontractors and JV partners.
5. Whether the proposal contains comprehensive descriptions of duties, roles, major responsibilities, and authorities for the a) Program Manager, b) Project Manager, and c) Certified Playground Safety Inspector (CPSI), and other key personnel (e.g. contracts manager, security manager, logistics specialist, subcontracts manager, etc). Include the roles and major responsibilities and authorities for Key Subcontractors and JVs, presented in a logical manner.
6. The extent to which the proposal describes a reasonable and logical plan for the performance of five (5) simultaneous task orders that illustrates a thorough understanding of multiple task order requirements, proposes personnel that meet the certification requirements, and provides subcontractor and personnel letters of commitment or JV agreements, when applicable.

The adjectival ratings for FACTOR 3: MANAGEMENT APPROACH are listed and defined below:

Technical Ratings	
ADJECTIVE	DEFINITION
OUTSTANDING	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is very low.
GOOD	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
ACCEPTABLE	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
MARGINAL	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
UNACCEPTABLE	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

The adjectival ratings, defined below, are not separate ratings, but will be used to define the levels of risk in the aforementioned table.

Technical Risk Ratings	
Adjectival Rating	Definition
Low	Has little potential to cause disruption of schedule, increase cost or degradation of performance. Normal contractor efforts and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Can potentially cause disruption of schedule, increase cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Is likely to cause significant disruption of schedule, increase cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

## VOLUME 2

### M.3.4 FACTOR 4: PRICE

***Evaluation Criteria:***

1. Basis of award for price is based on the 'Total Bottom Line Sum' which is the sum of the 'Bottom Line Sum' for the Base Period plus all Option Periods (including the option period for FAR Clause 52.217-8, Option to Extend Services). The Pricing for Option Period 2 (Year 5) will apply to the additional six months of service beyond year 5, if awarded per FAR 52.217-8. The Government will calculate the 6 month extension by using the last option year coefficient. The offeror is not to include the potential 6 month extension in their calculation for the final option year. If the proposed coefficients (price) appear unbalanced, a valid reason for such pricing must be provided in the price proposal.
2. In order to be considered acceptable, proposals shall contain costs for all of the pricing schedule pre-priced line items for the base period and all option periods.

## CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990